

IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On December 18, 2006, I caused to be served the documents listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery, (ii) upon the parties listed on Exhibit B hereto via electronic notification and (iii) upon the parties listed on Exhibit C hereto via postage pre-paid U.S. mail:

- 1) Expedited Motion for Order Authorizing and Approving the Equity Purchase and Commitment Agreement Pursuant to Sections 105(a), 363(b), 503(b) and 507(a) of the Bankruptcy Code and the Plan Framework Support Agreement Pursuant to Sections 105(a), 363(b), and 1125(e) of the Bankruptcy Code ("Plan Investment and Framework Support Approval Motion") (Docket No. 6179) [a copy of which is attached hereto as Exhibit D]
- 2) Expedited Motion For Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and Fed. R. Bankr. P. 2002, 4001 and 6004(g)(I) Authorizing Debtors to Obtain Postpetition Financing and (II) Authorizing Debtors to Refinance Secured Postpetition Financing and Prepetition Secured Debt ("DIP Refinancing Motion") (Docket No. 6180) [a copy of which is attached hereto as Exhibit E]
- 3) Order Pursuant to 11 U.S.C. Section 502(b) and Fed. R. Bankr. P. 3007 Disallowing and Expunging Certain Duplicate and Amended Claims Identified in Second Omnibus Claims Objection ("December Adjourned Responses Second Omnibus Claims Objection Order") (Docket No. 6188) [a copy of which is attached hereto as Exhibit F]
- 4) Order Under 11 U.S.C. Sections 327(a) and 328 and Fed. R. Bankr. P. 2014 Authorizing Amendment of Fee Structure for Merger and Acquisition Transaction Services Involving Debtors' Steering and Interior Divisions Provided by Rothschild Inc. Nunc Pro Tunc to July 19, 2006 ("Rothschild

Supplemental Retention Order") (Docket No. 6191) [a copy of which is attached hereto as Exhibit G]

- 5) Order Scheduling Non-Omnibus Hearings on Debtors' Plan Investment and Framework Support Approval Motion and DIP Refinancing Motion (Docket No. 6193) [a copy of which is attached hereto as Exhibit H]
- 6) Order Granting Motion of Mary P. O'Neill and Liam P. O'Neill for Relief from Automatic Stay (Docket No. 6198) [a copy of which is attached hereto as Exhibit I]
- 7) Debtors' Statement of Disputed Issues with Respect to Proof of Claim Number 16322 (Inovise Medical, Inc.) ("Statement of Disputed Issues - Inovise Medical, Inc.") (Docket No. 6200) [a copy of which is attached hereto as Exhibit J]
- 8) Debtors' Statement of Disputed Issues with Respect to Proof of Claim Number 2479 (Worldwide Battery Company, LLC) ("Statement of Disputed Issues - Worldwide Battery Company, LLC") (Docket No. 6201) [a copy of which is attached hereto as Exhibit K]
- 9) Debtors' Statement of Disputed Issues with Respect to Proof of Claim Number 13409 (Nissan Technical Center North America, Inc.) ("Statement of Disputed Issues - Nissan Technical Center North America, Inc.") (Docket No. 6202) [a copy of which is attached hereto as Exhibit L]
- 10) Debtors' Statement of Disputed Issues with Respect to Claim Number 14245 (Lightsource Parent Corporation) ("Statement of Disputed Issues - Lightsource Parent Corporation") (Docket No. 6203) [a copy of which is attached hereto as Exhibit M]
- 11) Debtors' Statement of Disputed Issues with Respect to Claim Number 2558 (Inplay Technologies, Inc.) ("Statement of Disputed Issues - Inplay Technologies, Inc.") (Docket No. 6204) [a copy of which is attached hereto as Exhibit N]
- 12) Debtors' Statement of Disputed Issues with Respect to Claim Number 2707 (Laborsource 2000, Inc.) ("Statement of Disputed Issues - Laborsource 2000, Inc.") (Docket No. 6205) [a copy of which is attached hereto as Exhibit O]
- 13) Debtors' Statement of Disputed Issues with Respect to Claim Number 8324 (Ericka Parker, Chapter 7 Trustee) ("Statement of Disputed Issues - Ericka Parker, Chapter 7 Trustee") (Docket No. 6206) [a copy of which is attached hereto as Exhibit P]
- 14) Debtors' Statement of Disputed Issues with Respect to Claim Number 11627 (Comptrol Incorporated) ("Statement of Disputed Issues - Comptrol

Incorporated") (Docket No. 6207) [a copy of which is attached hereto as Exhibit Q]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit R hereto via overnight delivery:

- 15) Expedited Motion for Order Authorizing and Approving the Equity Purchase and Commitment Agreement Pursuant to Sections 105(a), 363(b), 503(b) and 507(a) of the Bankruptcy Code and the Plan Framework Support Agreement Pursuant to Sections 105(a), 363(b), and 1125(e) of the Bankruptcy Code ("Plan Investment and Framework Support Approval Motion") (Docket No. 6179) [a copy of which is attached hereto as Exhibit D]
- 16) Order Scheduling Non-Omnibus Hearings on Debtors' Plan Investment and Framework Support Approval Motion and DIP Refinancing Motion (Docket No. 6193) [a copy of which is attached hereto as Exhibit H]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit S hereto via overnight delivery:

- 17) Expedited Motion For Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and Fed. R. Bankr. P. 2002, 4001 and 6004(g)(I) Authorizing Debtors to Obtain Postpetition Financing and (II) Authorizing Debtors to Refinance Secured Postpetition Financing and Prepetition Secured Debt ("DIP Refinancing Motion") (Docket No. 6180) [a copy of which is attached hereto as Exhibit E]
- 18) Order Scheduling Non-Omnibus Hearings on Debtors' Plan Investment and Framework Support Approval Motion and DIP Refinancing Motion (Docket No. 6193) [a copy of which is attached hereto as Exhibit H]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit T hereto via overnight delivery:

- 19) Order Pursuant to 11 U.S.C. Section 502(b) and Fed. R. Bankr. P. 3007 Disallowing and Expunging Certain Duplicate and Amended Claims Identified in Second Omnibus Claims Objection ("December Adjourned Responses Second Omnibus Claims Objection Order") (Docket No. 6188) [a copy of which is attached hereto as Exhibit F]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit U hereto via overnight delivery:

- 20) Order Under 11 U.S.C. Sections 327(a) and 328 and Fed. R. Bankr. P. 2014 Authorizing Amendment of Fee Structure for Merger and Acquisition Transaction Services Involving Debtors' Steering and Interior Divisions Provided by Rothschild Inc. Nunc Pro Tunc to July 19, 2006 ("Rothschild Supplemental Retention Order") (Docket No. 6191) [a copy of which is attached hereto as Exhibit G]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit V hereto via overnight delivery:

- 21) Order Granting Motion of Mary P. O'Neill and Liam P. O'Neill for Relief from Automatic Stay (Docket No. 6198) [a copy of which is attached hereto as Exhibit I]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit W hereto via overnight delivery:

- 22) Debtors' Statement of Disputed Issues with Respect to Proof of Claim Number 16322 (Inovise Medical, Inc.) ("Statement of Disputed Issues - Inovise Medical, Inc.") (Docket No. 6200) [a copy of which is attached hereto as Exhibit J]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit X hereto via overnight delivery:

- 23) Debtors' Statement of Disputed Issues with Respect to Proof of Claim Number 2479 (Worldwide Battery Company, LLC) ("Statement of Disputed Issues - Worldwide Battery Company, LLC") (Docket No. 6201) [a copy of which is attached hereto as Exhibit K]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit Y hereto via overnight delivery:

- 24) Debtors' Statement of Disputed Issues with Respect to Proof of Claim Number 13409 (Nissan Technical Center North America, Inc.) ("Statement of Disputed Issues - Nissan Technical Center North America, Inc.") (Docket No. 6202) [a copy of which is attached hereto as Exhibit L]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit Z hereto via overnight delivery:

- 25) Debtors' Statement of Disputed Issues with Respect to Claim Number 14245 (Lightsource Parent Corporation) ("Statement of Disputed Issues - Lightsource Parent Corporation") (Docket No. 6203) [a copy of which is attached hereto as Exhibit M]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit AA hereto via overnight delivery:

- 26) Debtors' Statement of Disputed Issues with Respect to Claim Number 2558 (Inplay Technologies, Inc.) ("Statement of Disputed Issues - Inplay Technologies, Inc.") (Docket No. 6204) [a copy of which is attached hereto as Exhibit N]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit BB hereto via overnight delivery:

- 27) Debtors' Statement of Disputed Issues with Respect to Claim Number 2707 (Laborsource 2000, Inc.) ("Statement of Disputed Issues - Laborsource 2000, Inc.") (Docket No. 6205) [a copy of which is attached hereto as Exhibit O]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit CC hereto via overnight delivery:

- 28) Debtors' Statement of Disputed Issues with Respect to Claim Number 8324 (Ericka Parker, Chapter 7 Trustee) ("Statement of Disputed Issues - Ericka Parker, Chapter 7 Trustee") (Docket No. 6206) [a copy of which is attached hereto as Exhibit P]

On December 18, 2006, I caused to be served the document listed below upon the parties listed on Exhibit DD hereto via overnight delivery:

- 29) Debtors' Statement of Disputed Issues with Respect to Claim Number 11627 (Comptrol Incorporated) ("Statement of Disputed Issues - Comptrol Incorporated") (Docket No. 6207) [a copy of which is attached hereto as Exhibit Q]

Dated: December 20, 2006

/s/ Evan Gershbein  
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 20th day of December, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: /s/ Shannon J. Spencer

Commission Expires: 6/20/10

# **EXHIBIT A**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-2094801	<a href="mailto:rstark@brownrudnick.com">rstark@brownrudnick.com</a>	Indenture Trustee
Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	<a href="mailto:bsimon@cwsny.com">bsimon@cwsny.com</a>	
Curtis, Mallet-Prevost, Colt & Mosle LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	2126966000	2126971559	<a href="mailto:sreisman@cm-p.com">sreisman@cm-p.com</a>	Counsel to Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	<a href="mailto:donald.bernstein@dpw.com">donald.bernstein@dpw.com</a> <a href="mailto:brian.resnick@dpw.com">brian.resnick@dpw.com</a>	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	<a href="mailto:sean.p.corcoran@delphi.com">sean.p.corcoran@delphi.com</a> <a href="mailto:karen.i.craft@delphi.com">karen.i.craft@delphi.com</a>	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	<a href="mailto:mike.nefkens@eds.com">mike.nefkens@eds.com</a>	Creditor Committee Member
Flextronics International Flextronics International USA, Inc.	Carrie L. Schiff Paul W. Anderson	305 Interlocken Parkway 2090 Fortune Drive		Broomfield San Jose	CO CA	80021 95131	303-927-4853 408-428-1308	303-652-4716	<a href="mailto:cschiff@flextronics.com">cschiff@flextronics.com</a> <a href="mailto:paul.anderson@flextronics.com">paul.anderson@flextronics.com</a>	Counsel to Flextronics International Counsel to Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	<a href="mailto:trey.chambers@freescale.com">trey.chambers@freescale.com</a>	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Shieler Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	<a href="mailto:rodbuie@ffhsj.com">rodbuie@ffhsj.com</a> <a href="mailto:slivini@ffhsj.com">slivini@ffhsj.com</a>	Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-2471010	212-841-9350	<a href="mailto:randall.eisenberg@fticonsulting.com">randall.eisenberg@fticonsulting.com</a>	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kinsey Avenue 1701 Pennsylvania Avenue, NW		Huntersville Washington	NC DC	28078 20006	704-992-5075 202-857-0620	866-585-2386 202-659-4503	<a href="mailto:valerie.venable@ge.com">valerie.venable@ge.com</a> <a href="mailto:lhassel@groom.com">lhassel@groom.com</a>	Creditor Committee Member Counsel to Employee Benefits
Groom Law Group	Lonie A. Hassel									
Hodgson Russ LLP	Stephen H. Gross	152 West 57th Street	35th Floor	New York	NY	10019	212-751-4300	212-751-0928	<a href="mailto:sgross@hodgsonruss.com">sgross@hodgsonruss.com</a>	Counsel to Hexcel Corporation
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	<a href="mailto:fgorman@honigman.com">fgorman@honigman.com</a>	Counsel to General Motors Corporation
Honigman Miller Schwartz and Cohn LLP	Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	<a href="mailto:rweiss@honigman.com">rweiss@honigman.com</a>	Counsel to General Motors Corporation
Internal Revenue Service	Attn: Insolvency Department, Maria Valerio	290 Broadway	5th Floor	New York	NY	10007	212-436-1038	212-436-1931	<a href="mailto:mariaivalerio@irs.gov">mariaivalerio@irs.gov</a>	IRS
Internal Revenue Service	Attn: Insolvency Department	477 Michigan Ave	Mail Stop 15	Detroit	MI	48226	313-628-3648	313-628-3602		Michigan IRS
IUE-CWA	Conference Board Chairman	2360 W. Dorothy Lane	Suite 201	Dayton	OH	45439	937-294-7813	937-294-9164		Creditor Committee Member
Jefferies & Company, Inc.	William Q. Derrough	520 Madison Avenue	12th Floor	New York	NY	10022	212-284-2521	212-284-2470	<a href="mailto:bderrough@jefferies.com">bderrough@jefferies.com</a> <a href="mailto:thomas.f.maher@chase.com">thomas.f.maher@chase.com</a> <a href="mailto:richard.duker@jpmorgan.com">richard.duker@jpmorgan.com</a> <a href="mailto:gianni.russello@jpmorgan.com">gianni.russello@jpmorgan.com</a> <a href="mailto:vilma.francis@jpmorgan.com">vilma.francis@jpmorgan.com</a>	UCC Professional
JPMorgan Chase Bank, N.A.	Thomas F. Maher, Richard Duker, Gianni Russello	270 Park Avenue		New York	NY	10017	212-270-0426	212-270-0430		Postpetition Administrative Agent
JPMorgan Chase Bank, N.A.	Vilma Francis	270 Park Avenue		New York	NY	10017	212-270-5484	212-270-4016		Prepetition Administrative Agent
Kramer Levin Naftalis & Frankel LLP	Gordon Z. Novod	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	<a href="mailto:gnovod@kramerlevin.com">gnovod@kramerlevin.com</a>	Counsel Data Systems Corporation; EDS Information Services, LLC
Kramer Levin Naftalis & Frankel LLP	Thomas Moers Mayer	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	<a href="mailto:tmayer@kramerlevin.com">tmayer@kramerlevin.com</a>	Counsel Data Systems Corporation; EDS Information Services, LLC
Kurtzman Carson Consultants	James Le	12910 Culver Blvd.	Suite I	Los Angeles	CA	90066	310-751-1511	310-751-1561	<a href="mailto:jle@kccllc.com">jle@kccllc.com</a>	Noticing and Claims Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	<a href="mailto:robert.rosenberg@lw.com">robert.rosenberg@lw.com</a>	Counsel to Official Committee of Unsecured Creditors
Law Debenture Trust of New York	Patrick J. Healy	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	<a href="mailto:patrick.healy@lawdeb.com">patrick.healy@lawdeb.com</a>	Indenture Trustee

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Law Debenture Trust of New York	Daniel R. Fisher	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	<a href="mailto:daniel.fisher@lawdeb.com">daniel.fisher@lawdeb.com</a>	Indenture Trustee
McDermott Will & Emery LLP	David D. Cleary	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	<a href="mailto:dcleary@mwe.com">dcleary@mwe.com</a>	Counsel to Recticel North America, Inc.
McDermott Will & Emery LLP	Jason J. DeJonker	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	<a href="mailto:idejonker@mwe.com">idejonker@mwe.com</a>	Counsel to Recticel North America, Inc.
McDermott Will & Emery LLP	Mohsin N. Khambati	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	<a href="mailto:mkhambati@mwe.com">mkhambati@mwe.com</a>	Counsel to Recticel North America, Inc.
McDermott Will & Emery LLP	Peter A. Clark	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	<a href="mailto:pclark@mwe.com">pclark@mwe.com</a>	Counsel to Recticel North America, Inc.
McTigue Law Firm	J. Brian McTigue	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	<a href="mailto:bmctigue@mctiquelaw.com">bmctigue@mctiquelaw.com</a>	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
McTigue Law Firm	Cornish F. Hitchcock	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	<a href="mailto:conh@mctiquelaw.com">conh@mctiquelaw.com</a>	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Mesirow Financial	Leon Szlezinger	666 Third Ave	21st Floor	New York	NY	10017	212-808-8366	212-682-5015	<a href="mailto:lszlezinger@mesirrowfinancial.com">lszlezinger@mesirrowfinancial.com</a>	UCC Professional
Milbank Tweed Hadley & McCloy LLP	Gregory A Bray Esq Thomas R Kreller Esq James E Till Esq	601 South Figueroa Street	30th Floor	Los Angeles	CA	90017	213-892-4000	213-629-5063	<a href="mailto:gbray@milbank.com">gbray@milbank.com</a> <a href="mailto:tkreller@milbank.com">tkreller@milbank.com</a> <a href="mailto:jtill@milbank.com">jtill@milbank.com</a>	Counsel to Cerberus Capital Management LP and Dolce Investments LLC
Morrison Cohen LLP	Joseph T. Moldovan, Esq.	909 Third Avenue		New York	NY	10022	212-735-8603	917-522-3103	<a href="mailto:jmoldovan@morrisoncohen.com">jmoldovan@morrisoncohen.com</a>	Counsel to Blue Cross and Blue Shield of Michigan
Northeast Regional Office	Mark Schonfeld, Regional Director	3 World Financial Center	Room 4300	New York	NY	10281	212-336-1100	212-336-1323	<a href="mailto:newyork@sec.gov">newyork@sec.gov</a>	Securities and Exchange Commission
Office of New York State	Attorney General Eliot Spitzer	120 Broadway		New York City	NY	10271	212-416-8000	212-416-6075	<a href="mailto:ServeAG@oag.state.ny.us">ServeAG@oag.state.ny.us</a>	New York Attorney General's Office
O'Melveny & Myers LLP	Robert Siegel	400 South Hope Street		Los Angeles	CA	90071	213-430-6000	213-430-6407	<a href="mailto:rsiegel@omm.com">rsiegel@omm.com</a>	Special Labor Counsel
O'Melveny & Myers LLP	Tom A. Jerman, Rachel Janger	1625 Eye Street, NW		Washington	DC	20006	202-383-5300	202-383-5414	<a href="mailto:tjerman@omm.com">tjerman@omm.com</a>	Special Labor Counsel
Pension Benefit Guaranty Corporation	Ralph L. Landy	1200 K Street, N.W.	Suite 340	Washington	DC	20005-4026	202-326-4020	202-326-4112	<a href="mailto:landy.ralph@pbgc.gov">landy.ralph@pbgc.gov</a>	Chief Counsel to the Pension Benefit Guaranty Corporation
Pension Benefit Guaranty Corporation	Jeffrey Cohen	1200 K Street, N.W.	Suite 340	Washington	DC	20005	202-326-4020	202-326-4112	<a href="mailto:garrick.sandra@pbgc.gov">garrick.sandra@pbgc.gov</a> <a href="mailto:efile@pbgc.gov">efile@pbgc.gov</a>	Counsel to Pension Benefit Guaranty Corporation
Phillips Nizer LLP	Sandra A. Riemer	666 Fifth Avenue		New York	NY	10103	212-841-0589	212-262-5152	<a href="mailto:sriemer@phillipsnizer.com">sriemer@phillipsnizer.com</a>	Counsel to Freescale Semiconductor, Inc., f/k/a Motorola Semiconductor Systems
Rothchild Inc.	David L. Resnick	1251 Avenue of the Americas		New York	NY	10020	212-403-3500	212-403-5454	<a href="mailto:david.resnick@us.rothschild.com">david.resnick@us.rothschild.com</a>	Financial Advisor
Seyfarth Shaw LLP	Robert W. Dremluk	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801	212-218-5500	212-218-5526	<a href="mailto:rdremluk@seyfarth.com">rdremluk@seyfarth.com</a>	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Shearman & Sterling LLP	Douglas Bartner, Jill Frizzley	599 Lexington Avenue		New York	NY	10022	212-848-4000	212-848-7179	<a href="mailto:dbartner@shearman.com">dbartner@shearman.com</a> <a href="mailto:jfrizzley@shearman.com">jfrizzley@shearman.com</a>	Local Counsel to the Debtors
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr.	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	<a href="mailto:kziman@stblaw.com">kziman@stblaw.com</a> <a href="mailto:rtrust@stblaw.com">rtrust@stblaw.com</a> <a href="mailto:wrussell@stblaw.com">wrussell@stblaw.com</a>	Counsel to Debtor's Prepetition Administrative Agent, JPMorgan Chase Bank, N.A.
Skadden, Arps, Slate, Meagher & Flom LLP	John Wm. Butler, John K. Lyons, Ron E. Meisler	333 W. Wacker Dr.	Suite 2100	Chicago	IL	60606	312-407-0700	312-407-0411	<a href="mailto:jbutler@skadden.com">jbutler@skadden.com</a> <a href="mailto:jlyons@skadden.com">jlyons@skadden.com</a> <a href="mailto:rmeisler@skadden.com">rmeisler@skadden.com</a>	Counsel to the Debtor
Skadden, Arps, Slate, Meagher & Flom LLP	Kayalyn A. Marafioti, Thomas J. Matz	4 Times Square	P.O. Box 300	New York	NY	10036	212-735-3000	212-735-2000	<a href="mailto:kmarafio@skadden.com">kmarafio@skadden.com</a> <a href="mailto:tmatz@skadden.com">tmatz@skadden.com</a>	Counsel to the Debtor
Spencer Fane Britt & Browne LLP	Daniel D. Doyle	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	<a href="mailto:ddoyle@spencerfane.com">ddoyle@spencerfane.com</a>	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Spencer Fane Britt & Browne LLP	Nicholas Franke	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	<a href="mailto:nfranke@spencerfane.com">nfranke@spencerfane.com</a>	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Stevens & Lee, P.C.	Chester B. Salomon, Constantine D. Pourakis	485 Madison Avenue	20th Floor	New York	NY	10022	212-319-8500	212-319-8505	<a href="mailto:cp@stevenslee.com">cp@stevenslee.com</a> <a href="mailto:cs@stevenslee.com">cs@stevenslee.com</a>	Counsel to Wamco, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Togut, Segal & Segal LLP	Albert Togut	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	212-967-4258	<a href="mailto:altoqut@teamtoqut.com">altoqut@teamtoqut.com</a>	Conflicts Counsel to the Debtors
Tyco Electronics Corporation	MaryAnn Brereton, Assistant General Counsel	60 Columbia Road		Morristown	NJ	7960	973-656-8365	973-656-8805 212-668-2255 does not take service via fax		Creditor Committee Member
United States Trustee	Alicia M. Leonhard	33 Whitehall Street	21st Floor	New York	NY	10004-2112	212-510-0500			Counsel to United States Trustee
Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	<a href="mailto:mwarner@warnerstevens.com">mwarner@warnerstevens.com</a>	Proposed Conflicts Counsel to the Official Committee of Unsecured Creditors
Weil, Gotshal & Manges LLP	Jeffrey L. Tanenbaum, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	<a href="mailto:jeff.tanenbaum@weil.com">jeff.tanenbaum@weil.com</a>	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Martin J. Bienenstock, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	<a href="mailto:martin.bienenstock@weil.com">martin.bienenstock@weil.com</a>	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Michael P. Kessler, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	<a href="mailto:michael.kessler@weil.com">michael.kessler@weil.com</a>	Counsel to General Motors Corporation
Wilmington Trust Company	Steven M. Cimalore	Rodney Square North	1100 North Market Street	Wilmington	DE	19890	302-636-6058	302-636-4143	<a href="mailto:scimalore@wilmingtontrust.com">scimalore@wilmingtontrust.com</a>	Creditor Committee Member/Indenture Trustee

## **EXHIBIT B**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Brown Rudnick Berlack Israels LLP	Robert J. Stark	Seven Times Square		New York	NY	10036	212-209-4800	212-2094801	<a href="mailto:rstark@brownrudnick.com">rstark@brownrudnick.com</a>	Indenture Trustee
Cohen, Weiss & Simon	Bruce Simon	330 W. 42nd Street		New York	NY	10036	212-356-0231	212-695-5436	<a href="mailto:bsimon@cwsny.com">bsimon@cwsny.com</a>	
Curtis, Mallet-Prevost, Colt & Mosie LLP	Steven J. Reisman	101 Park Avenue		New York	NY	10178-0061	2126966000	2126971559	<a href="mailto:sreisman@cm-p.com">sreisman@cm-p.com</a>	Counsel to Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd
Davis, Polk & Wardwell	Donald Bernstein Brian Resnick	450 Lexington Avenue		New York	NY	10017	212-450-4092 212-450-4213	212-450-3092 212-450-3213	<a href="mailto:donald.bernstein@dpw.com">donald.bernstein@dpw.com</a> <a href="mailto:brian.resnick@dpw.com">brian.resnick@dpw.com</a>	Counsel to Debtor's Postpetition Administrative Agent
Delphi Corporation	Sean Corcoran, Karen Craft	5725 Delphi Drive		Troy	MI	48098	248-813-2000	248-813-2670	<a href="mailto:sean.p.corcoran@delphi.com">sean.p.corcoran@delphi.com</a> <a href="mailto:karen.i.craft@delphi.com">karen.i.craft@delphi.com</a>	Debtors
Electronic Data Systems Corp.	Michael Nefkens	5505 Corporate Drive MSIA		Troy	MI	48098	248-696-1729	248-696-1739	<a href="mailto:mike.nefkens@eds.com">mike.nefkens@eds.com</a>	Creditor Committee Member
Flextronics International	Carrie L. Schiff	305 Interlocken Parkway		Broomfield	CO	80021	303-927-4853	303-652-4716	<a href="mailto:cschiff@flextronics.com">cschiff@flextronics.com</a>	Counsel to Flextronics International
Flextronics International USA, Inc.	Paul W. Anderson	2090 Fortune Drive		San Jose	CA	95131	408-428-1308		<a href="mailto:paul.anderson@flextronics.com">paul.anderson@flextronics.com</a>	Counsel to Flextronics International USA, Inc.
Freescale Semiconductor, Inc.	Richard Lee Chambers, III	6501 William Cannon Drive West	MD: OE16	Austin	TX	78735	512-895-6357	512-895-3090	<a href="mailto:trey.chambers@freescale.com">trey.chambers@freescale.com</a>	Creditor Committee Member
Fried, Frank, Harris, Shriver & Jacobson	Brad Eric Sheler Bonnie Steingart Vivek Melwani Jennifer L. Rodburg Richard J. Slivinski	One New York Plaza		New York	NY	10004	212-859-8000	212-859-4000	<a href="mailto:rodbuie@ffhsj.com">rodbuie@ffhsj.com</a> <a href="mailto:sliviri@ffhsj.com">sliviri@ffhsj.com</a>	Counsel to Equity Security Holders Committee
FTI Consulting, Inc.	Randall S. Eisenberg	3 Times Square	11th Floor	New York	NY	10036	212-2471010	212-841-9350	<a href="mailto:randall.eisenberg@fticonsulting.com">randall.eisenberg@fticonsulting.com</a>	Financial Advisors to Debtors
General Electric Company	Valerie Venable	9930 Kincey Avenue		Huntersville	NC	28078	704-992-5075	866-585-2386	<a href="mailto:valerie.venable@ge.com">valerie.venable@ge.com</a>	Creditor Committee Member
Groom Law Group	Lonie A. Hassel	1701 Pennsylvania Avenue, NW		Washington	DC	20006	202-857-0620	202-659-4503	<a href="mailto:lhassel@groom.com">lhassel@groom.com</a>	Counsel to Employee Benefits
Hodgson Russ LLP	Stephen H. Gross	152 West 57th Street	35th Floor	New York	NY	10019	212-751-4300	212-751-0928	<a href="mailto:sgross@hodgsonruss.com">sgross@hodgsonruss.com</a>	Counsel to Hexcel Corporation
Honigman Miller Schwartz and Cohn LLP	Frank L. Gorman, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	<a href="mailto:fgorman@honigman.com">fgorman@honigman.com</a>	Counsel to General Motors Corporation
Honigman Miller Schwartz and Cohn LLP	Robert B. Weiss, Esq.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226-3583	313-465-7000	313-465-8000	<a href="mailto:rweiss@honigman.com">rweiss@honigman.com</a>	Counsel to General Motors Corporation
Jefferies & Company, Inc.	William Q. Derrough	520 Madison Avenue	12th Floor	New York	NY	10022	212-284-2521	212-284-2470	<a href="mailto:bderrough@jefferies.com">bderrough@jefferies.com</a>	UCC Professional
JPMorgan Chase Bank, N.A.	Thomas F. Maher, Richard Duker, Gianni Russello	270 Park Avenue		New York	NY	10017	212-270-0426	212-270-0430	<a href="mailto:thomas.f.maher@chase.com">thomas.f.maher@chase.com</a> <a href="mailto:richard.duker@jpmorgan.com">richard.duker@jpmorgan.com</a> <a href="mailto:gianni.russello@jpmorgan.com">gianni.russello@jpmorgan.com</a>	Postpetition Administrative Agent
JPMorgan Chase Bank, N.A.	Vilma Francis	270 Park Avenue		New York	NY	10017	212-270-5484	212-270-4016	<a href="mailto:vilma.francis@jpmorgan.com">vilma.francis@jpmorgan.com</a>	Prepetition Administrative Agent
Kramer Levin Naftalis & Frankel LLP	Gordon Z. Novod	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	<a href="mailto:gnovod@kramerlevin.com">gnovod@kramerlevin.com</a>	Counsel Data Systems Corporation; EDS Information Services, LLC
Kramer Levin Naftalis & Frankel LLP	Thomas Moers Mayer	1177 Avenue of the Americas		New York	NY	10036	212-715-9100	212-715-8000	<a href="mailto:tmayer@kramerlevin.com">tmayer@kramerlevin.com</a>	Counsel Data Systems Corporation; EDS Information Services, LLC
Kurtzman Carson Consultants	James Le	12910 Culver Blvd.	Suite I	Los Angeles	CA	90066	310-751-1511	310-751-1561	<a href="mailto:jle@kccllc.com">jle@kccllc.com</a>	Noticing and Claims Agent
Latham & Watkins LLP	Robert J. Rosenberg	885 Third Avenue		New York	NY	10022	212-906-1370	212-751-4864	<a href="mailto:robert.rosenberg@lw.com">robert.rosenberg@lw.com</a>	Counsel to Official Committee of Unsecured Creditors
Law Debenture Trust of New York	Daniel R. Fisher	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	<a href="mailto:daniel.fisher@lawdeb.com">daniel.fisher@lawdeb.com</a>	Indenture Trustee
Law Debenture Trust of New York	Patrick J. Healy	767 Third Ave.	31st Floor	New York	NY	10017	212-750-6474	212-750-1361	<a href="mailto:patrick.healy@lawdeb.com">patrick.healy@lawdeb.com</a>	Indenture Trustee
McDermott Will & Emery LLP	David D. Cleary	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	<a href="mailto:dcleary@mwe.com">dcleary@mwe.com</a>	Counsel to Recticel North America, Inc.
McDermott Will & Emery LLP	Jason J. DeJonker	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	<a href="mailto:idejonker@mwe.com">idejonker@mwe.com</a>	Counsel to Recticel North America, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
McDermott Will & Emery LLP	Peter A. Clark	227 West Monroe Street	Suite 5400	Chicago	IL	60606	312-372-2000	312-984-7700	<a href="mailto:pclark@mwe.com">pclark@mwe.com</a>	Counsel to Recticel North America, Inc.
McTigue Law Firm	J. Brian McTigue	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	<a href="mailto:bmctigue@mctiguelaw.com">bmctigue@mctiguelaw.com</a>	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
McTigue Law Firm	Cornish F. Hitchcock	5301 Wisconsin Ave. N.W.	Suite 350	Washington	DC	20015	202-364-6900	202-364-9960	<a href="mailto:conh@mctiguelaw.com">conh@mctiguelaw.com</a>	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Mesirow Financial	Leon Szlezinger	666 Third Ave	21st Floor	New York	NY	10017	212-808-8366	212-682-5015	<a href="mailto:lszlezinger@mesirofinancial.com">lszlezinger@mesirofinancial.com</a>	UCC Professional
Milbank Tweed Hadley & McCloy LLP	Gregory A Bray Esq Thomas R Kreller Esq James E Till Esq	601 South Figueroa Street	30th Floor	Los Angeles	CA	90017	213-892-4000	213-629-5063	<a href="mailto:gbray@milbank.com">gbray@milbank.com</a> <a href="mailto:tkreller@milbank.com">tkreller@milbank.com</a> <a href="mailto:jtill@milbank.com">jtill@milbank.com</a>	Counsel to Cerberus Capital Management LP and Dolce Investments LLC
Morrison Cohen LLP	Joseph T. Moldovan, Esq.	909 Third Avenue		New York	NY	10022	2127358603	9175223103	<a href="mailto:jmoldovan@morrisoncohen.com">jmoldovan@morrisoncohen.com</a>	Counsel to Blue Cross and Blue Shield of Michigan
Northeast Regional Office	Mark Schonfeld, Regional Director	3 World Financial Center	Room 4300	New York	NY	10281	212-336-1100	212-336-1323	<a href="mailto:newyork@sec.gov">newyork@sec.gov</a>	Securities and Exchange Commission
Office of New York State	Attorney General Eliot Spitzer	120 Broadway		New York City	NY	10271	212-416-8000	212-416-6075	<a href="mailto:ServeAG@oag.state.ny.us">ServeAG@oag.state.ny.us</a>	New York Attorney General's Office
O'Melveny & Myers LLP	Robert Siegel	400 South Hope Street		Los Angeles	CA	90071	213-430-6000	213-430-6407	<a href="mailto:rsiegel@omm.com">rsiegel@omm.com</a>	Special Labor Counsel
O'Melveny & Myers LLP	Tom A. Jerman, Rachel Janger	1625 Eye Street, NW		Washington	DC	20006	202-383-5300	202-383-5414	<a href="mailto:tjerman@omm.com">tjerman@omm.com</a>	Special Labor Counsel
Pension Benefit Guaranty Corporation	Jeffrey Cohen	1200 K Street, N.W.	Suite 340	Washington	DC	20005	202-326-4020	202-326-4112	<a href="mailto:efile@pbqc.gov">efile@pbqc.gov</a>	Counsel to Pension Benefit Guaranty Corporation
Pension Benefit Guaranty Corporation	Ralph L. Landy	1200 K Street, N.W.	Suite 340	Washington	DC	20005-4026	2023264020	2023264112	<a href="mailto:landy.ralph@pbqc.gov">landy.ralph@pbqc.gov</a>	Chief Counsel to the Pension Benefit Guaranty Corporation
Phillips Nizer LLP	Sandra A. Riemer	666 Fifth Avenue		New York	NY	10103	212-841-0589	212-262-5152	<a href="mailto:sriemer@phillipsnizer.com">sriemer@phillipsnizer.com</a>	Counsel to Freescale Semiconductor, Inc., f/k/a Motorola Semiconductor Systems
Rothchild Inc.	David L. Resnick	1251 Avenue of the Americas		New York	NY	10020	212-403-3500	212-403-5454	<a href="mailto:david.resnick@us.rothschild.com">david.resnick@us.rothschild.com</a>	Financial Advisor
Seyfarth Shaw LLP	Robert W. Dremluk	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801	2122185500	2122185526	<a href="mailto:rdremluk@seyfarth.com">rdremluk@seyfarth.com</a>	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Shearman & Sterling LLP	Douglas Bartner, Jill Frizzley	599 Lexington Avenue		New York	NY	10022	212-8484000	212-848-7179	<a href="mailto:dbartner@shearman.com">dbartner@shearman.com</a> <a href="mailto:jfrizzley@shearman.com">jfrizzley@shearman.com</a>	Local Counsel to the Debtors
Simpson Thatcher & Bartlett LLP	Kenneth S. Ziman, Robert H. Trust, William T. Russell, Jr.	425 Lexington Avenue		New York	NY	10017	212-455-2000	212-455-2502	<a href="mailto:kziman@stblaw.com">kziman@stblaw.com</a> <a href="mailto:rtrust@stblaw.com">rtrust@stblaw.com</a> <a href="mailto:wrussell@stblaw.com">wrussell@stblaw.com</a>	Counsel to Debtor's Prepetition Administrative Agent, JPMorgan Chase Bank, N.A.
Skadden, Arps, Slate, Meagher & Flom LLP	John Wm. Butler, John K. Lyons, Ron E. Meisler	333 W. Wacker Dr.	Suite 2100	Chicago	IL	60606	312-407-0700	312-407-0411	<a href="mailto:jbutler@skadden.com">jbutler@skadden.com</a> <a href="mailto:jlyons@skadden.com">jlyons@skadden.com</a> <a href="mailto:rmeisler@skadden.com">rmeisler@skadden.com</a>	Counsel to the Debtor
Skadden, Arps, Slate, Meagher & Flom LLP	Kayalyn A. Marafioti, Thomas J. Matz	4 Times Square	P.O. Box 300	New York	NY	10036	212-735-3000	212-735-2000	<a href="mailto:kmarafio@skadden.com">kmarafio@skadden.com</a> <a href="mailto:tmatz@skadden.com">tmatz@skadden.com</a>	Counsel to the Debtor
Spencer Fane Britt & Browne LLP	Daniel D. Doyle	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	<a href="mailto:didoyle@spencerfane.com">didoyle@spencerfane.com</a>	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Spencer Fane Britt & Browne LLP	Nicholas Franke	1 North Brentwood Boulevard	Tenth Floor	St. Louis	MO	63105	314-863-7733	314-862-4656	<a href="mailto:nfranke@spencerfane.com">nfranke@spencerfane.com</a>	Counsel to Movant Retirees and Proposed Counsel to The Official Committee of Retirees
Stevens & Lee, P.C.	Chester B. Salomon, Constantine D. Pourakis	485 Madison Avenue	20th Floor	New York	NY	10022	2123198500	2123198505	<a href="mailto:cp@stevenslee.com">cp@stevenslee.com</a> <a href="mailto:cs@stevenslee.com">cs@stevenslee.com</a>	Counsel to Wamco, Inc.
Togut, Segal & Segal LLP	Albert Togut	One Penn Plaza	Suite 3335	New York	NY	10119	212-594-5000	212-967-4258	<a href="mailto:altogut@teamtogut.com">altogut@teamtogut.com</a>	Conflicts Counsel to the Debtors
Warner Stevens, L.L.P.	Michael D. Warner	1700 City Center Tower II	301 Commerce Street	Fort Worth	TX	76102	817-810-5250	817-810-5255	<a href="mailto:mwarner@warnerstevens.com">mwarner@warnerstevens.com</a>	Proposed Conflicts Counsel to the Official Committee of Unsecured Creditors
Weil, Gotshal & Manges LLP	Jeffrey L. Tanenbaum, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	<a href="mailto:jeff.tanenbaum@weil.com">jeff.tanenbaum@weil.com</a>	Counsel to General Motors Corporation
Weil, Gotshal & Manges LLP	Martin J. Bienenstock, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	<a href="mailto:martin.bienenstock@weil.com">martin.bienenstock@weil.com</a>	Counsel to General Motors Corporation

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Weil, Gotshal & Manges LLP	Michael P. Kessler, Esq.	767 Fifth Avenue		New York	NY	10153	212-310-8000	212-310-8007	<a href="mailto:michael.kessler@weil.com">michael.kessler@weil.com</a>	Counsel to General Motors Corporation
Wilmington Trust Company	Steven M. Cimalore	Rodney Square North	1100 North Market Street	Wilmington	DE	19890	302-636-6058	302-636-4143	<a href="mailto:scimalore@wilmingtontrust.com">scimalore@wilmingtontrust.com</a>	Creditor Committee Member/Indenture Trustee

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Airgas, Inc.	David Boyle	259 Radnor-Chester Road, Suite 100	P.O. Box 6675	Radnor	PA	19087-8675		610-230-3064	310-687-1052	<a href="mailto:david.boyle@airgas.com">david.boyle@airgas.com</a>	Counsel to Airgas, Inc.
Ajamie LLP	Thomas A. Ajamie	711 Louisiana	Suite 2150	Houston	TX	77002		713-860-1600	713-860-1699	<a href="mailto:tajamie@ajamie.com">tajamie@ajamie.com</a>	Counsel to SANLUIS Rassini International, Inc.; Rassini, S.A. de C.V.
Akin Gump Strauss Hauer & Feld, LLP	Peter J. Gurfein	2029 Centure Park East	Suite 2400	Los Angeles	CA	90067		310-552-6696	310-229-1001	<a href="mailto:pgurfein@akingump.com">pgurfein@akingump.com</a>	Counsel to Wamco, Inc.
Allen Matkins Leck Gamble & Mallory LLP	Michael S. Greger	1900 Main Street	Fifth Floor	Irvine	CA	92614-7321		949-553-1313	949-553-8354	<a href="mailto:mgreger@allenmatkins.com">mgreger@allenmatkins.com</a>	Counsel to Kilroy Realty, L.P.
Alston & Bird, LLP	Craig E. Freeman	90 Park Avenue		New York	NY	10016		212-210-9400	212-922-3891	<a href="mailto:craig.freeman@alston.com">craig.freeman@alston.com</a>	Counsel to Cadence Innovation, LLC
Alston & Bird, LLP	Dennis J. Connolly; David A. Wender	1201 West Peachtree Street		Atlanta	GA	30309		404-881-7269	404-253-8554	<a href="mailto:dconnolly@alston.com">dconnolly@alston.com</a> <a href="mailto:dwender@alston.com">dwender@alston.com</a>	Counsel to Cadence Innovation, LLC
Ambrake Corporation	Brandon J. Kessinger	300 Ring Road		Elizabethtown	KY	42701		270-234-5428	270-737-3044	<a href="mailto:bkessinger@akebono-usa.com">bkessinger@akebono-usa.com</a>	Representative for Ambrake Corporation
American Axle & Manufacturing, Inc.	Steven R. Keyes	One Dauch Drive, Mail Code 6E-2-42		Detroit	MI	48243		313-758-4868		<a href="mailto:steven.keyes@aam.com">steven.keyes@aam.com</a>	Representative for American Axle & Manufacturing, Inc.
Andrews Kurth LLP	Gogi Malik	1717 Main Street	Suite 3700	Dallas	TX	75201		214-659-4400	214-659-4401	<a href="mailto:gogimalik@andrewskurth.com">gogimalik@andrewskurth.com</a>	Counsel to ITW Mortgage Investments IV, Inc.
Andrews Kurth LLP	Monica S. Blacker	1717 Main Street	Suite 3700	Dallas	TX	75201		214-659-4400	214-659-4401	<a href="mailto:mblacker@andrewskurth.com">mblacker@andrewskurth.com</a>	Counsel to ITW Mortgage Investments IV, Inc.
Angelo, Gordon & Co.	Leigh Walzer	245 Park Avenue	26th Floor	New York	NY	10167		212-692-8251	212-867-6395	<a href="mailto:lwalzer@angelogordon.com">lwalzer@angelogordon.com</a>	
Anglin, Flewelling, Rasmussen, Campbell & Trytten, LLP	Mark T. Flewelling	199 South Los Robles Avenue	Suite 600	Pasadena	CA	91101-2459		626-535-1900	626-577-7764	<a href="mailto:mtf@afrc.com">mtf@afrc.com</a>	Counsel to Stanley Electric Sales of America, Inc.
Arent Fox PLLC	Mitchell D. Cohen	1675 Broadway		New York	NY	10019		212-484-3900	212-484-3990	<a href="mailto:Cohen.Mitchell@arentfox.com">Cohen.Mitchell@arentfox.com</a>	Counsel to Pullman Bank and Trust Company
Arent Fox PLLC	Robert M. Hirsh	1675 Broadway		New York	NY	10019		212-484-3900	212-484-3990	<a href="mailto:Hirsh.Robert@arentfox.com">Hirsh.Robert@arentfox.com</a>	Counsel to Pullman Bank and Trust Company
Arnall Golden Gregory LLP	Darryl S. Laddin	171 17th Street NW	Suite 2100	Atlanta	GA	30363-1031		404-873-8120	404-873-8121	<a href="mailto:dladdin@agg.com">dladdin@agg.com</a>	Counsel to Daishinku (America) Corp. d/b/a KDS America ("Daishinku"), SBC Telecommunications, Inc. (SBC)
Arnold & Porter LLP	Joel M. Gross	555 Twelfth Street, N.W.		Washington	D.C.	20004-1206		202-942-5000	202-942-5999	<a href="mailto:joel_gross@aporter.com">joel_gross@aporter.com</a>	Counsel to CSX Transportation, Inc.
ATS Automation Tooling Systems Inc.	Carl Galloway	250 Royal Oak Road		Cambridge	Ontario	N3H 4R6	Canada	519-653-4483	519-650-6520	<a href="mailto:calloway@atsautomation.com">calloway@atsautomation.com</a>	Company
Barack, Ferrazzano, Kirschbaum Perlman, & Nagelberg LLP	Kimberly J. Robinson	333 West Wacker Drive	Suite 2700	Chicago	IL	60606		312-629-5170	312-984-3150	<a href="mailto:kim.robinson@bfkpn.com">kim.robinson@bfkpn.com</a>	Counsel to Motion Industries, Inc.
Barack, Ferrazzano, Kirschbaum Perlman, & Nagelberg LLP	William J. Barrett	333 West Wacker Drive	Suite 2700	Chicago	IL	60606		312-629-5170	312-984-3150	<a href="mailto:william.barrett@bfkpn.com">william.barrett@bfkpn.com</a>	Counsel to Motion Industries, Inc.
Barnes & Thornburg LLP	Alan K. Mills	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	317-231-7433	<a href="mailto:alan.mills@btlaw.com">alan.mills@btlaw.com</a>	Counsel to Mays Chemical Company
Barnes & Thornburg LLP	John T. Gregg	300 Ottawa Avenue, NW	Suite 500	Grand Rapids	MI	49503		616-742-3930	626-742-3999	<a href="mailto:john.gregg@btlaw.com">john.gregg@btlaw.com</a>	Counsel to Priority Health; Clarion Corporation of America
Barnes & Thornburg LLP	Mark R. Owens	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	317-231-7433	<a href="mailto:mark.owens@btlaw.com">mark.owens@btlaw.com</a>	Counsel to Clarion Corporation of America
Barnes & Thornburg LLP	Michael K. McCrory	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	317-231-7433	<a href="mailto:michael.mccrory@btlaw.com">michael.mccrory@btlaw.com</a>	Counsel to Gibbs Die Casting Corporation; Clarion Corporation of America
Barnes & Thornburg LLP	Patrick E. Mears	300 Ottawa Avenue, NW	Suite 500	Grand Rapids	MI	49503		616-742-3936	616-742-3999	<a href="mailto:pmears@btlaw.com">pmears@btlaw.com</a>	Counsel to Armada Rubber Manufacturing Company, Bank of America Leasing & Leasing & Capital, LLC, & AutoCam Corporation
Barnes & Thornburg LLP	Wendy D. Brewer	11 S. Meridian Street		Indianapolis	IN	46204		317-236-1313	317-231-7433	<a href="mailto:wendy.brewer@btlaw.com">wendy.brewer@btlaw.com</a>	Counsel to Gibbs Die Casting Corporation
Bartlett Hackett Feinberg P.C.	Frank F. McGinn	155 Federal Street	9th Floor	Boston	MA	02110		617-422-0200	617-422-0383	<a href="mailto:ffm@bostonbusinesslaw.com">ffm@bostonbusinesslaw.com</a>	Counsel to Iron Mountain Information Management, Inc.
Beeman Law Office	Thomas M Beeman	33 West 10th Street	Suite 200	Anderson	IN	46016		765-640-1330	765-640-1332	<a href="mailto:tom@beemanlawoffice.com">tom@beemanlawoffice.com</a>	Counsel to Madison County (Indiana) Treasurer
Bernstein Litowitz Berger & Grossman	Hannah E. Greenwald	1285 Avenue of the Americas		New York	NY	10019		212-554-1411	2125541444	<a href="mailto:hannah@blbglaw.com">hannah@blbglaw.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Bernstein Litowitz Berger & Grossman	John P. Coffey	1285 Avenue of the Americas		New York	NY	10019		212-554-1409	2125541444	<a href="mailto:sean@blbglaw.com">sean@blbglaw.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP
Bernstein Litowitz Berger & Grossman	Wallace A. Showman	1285 Avenue of the Americas		New York	NY	10019		212-554-1429	212-554-1444	<a href="mailto:wallace@blbglaw.com">wallace@blbglaw.com</a>	Counsel to SANLUIS Rassini International, Inc.; Rassini, S.A. de C.V.
Berry Moorman P.C.	James P. Murphy	535 Griswold	Suite 1900	Detroit	MI	48226		313-496-1200	313-496-1300	<a href="mailto:murph@berrymoorman.com">murph@berrymoorman.com</a>	Counsel to Kamax L.P.; Optrex America, Inc.
Bialson, Bergen & Schwab	Kenneth T. Law, Esq.	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	650-494-2738	<a href="mailto:klaw@bbslaw.com">klaw@bbslaw.com</a>	Counsel to UPS Supply Chain Solutions, Inc.
Bialson, Bergen & Schwab	Lawrence M. Schwab, Esq.	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	650-494-2738	<a href="mailto:lschwab@bbslaw.com">lschwab@bbslaw.com</a>	Counsel to UPS Supply Chain Solutions, Inc.; Soletron Corporation; Soletron De Mexico SA de CV; Soletron InvoTronics; Coherent, Inc.; Veritas Software Corporation
Bialson, Bergen & Schwab	Patrick M. Costello, Esq.	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	650-494-2738	<a href="mailto:pcostello@bbslaw.com">pcostello@bbslaw.com</a>	Soletron Corporation; Soletron de Mexico SA de CV; Soletron InvoTronics and Coherent, Inc.
Bialson, Bergen & Schwab	Thomas M. Gaa	2600 El Camino Real	Suite 300	Palo Alto	CA	94306		650-857-9500	650-494-2738	<a href="mailto:tgaa@bbslaw.com">tgaa@bbslaw.com</a>	Counsel to Veritas Software Corporation
Bingham McHale LLP	John E Taylor Michael J Alerding Whitney L. Mosby	10 West Market Street	Suite 2700	Indianapolis	IN	46204		317-635-8900	317-236-9907	<a href="mailto:jtaylor@binghammchale.com">jtaylor@binghammchale.com</a> <a href="mailto:maldering@binghammchale.com">maldering@binghammchale.com</a> <a href="mailto:wmosby@binghammchale.com">wmosby@binghammchale.com</a>	Counsel to Universal Tool & Engineering co., Inc. and M.G. Corporation
Blank Rome LLP	Bonnie Glantz Fatell	Chase Manhattan Centre	1201 Market Street, Suite 800	Wilmington	DE	19801		302-425-6423	302-428-5110	<a href="mailto:fatell@blankrome.com">fatell@blankrome.com</a>	Counsel to Special Devices, Inc.
Blank Rome LLP	Marc E. Richards	The Chrysler Building	405 Lexington Avenue	New York	NY	10174		212-885-5000	212-885-5002	<a href="mailto:mrichards@blankrome.com">mrichards@blankrome.com</a>	Counsel to DENSO International America, Inc.
Bodman LLP	Ralph E. McDowell	100 Renaissance Center	34th Floor	Detroit	MI	48243		313-393-7592	313-393-7579	<a href="mailto:rmcdowell@bodmanllp.com">rmcdowell@bodmanllp.com</a>	Counsel to Freudenberg-NOK; General Partnership; Freudenberg-NOK, Inc.; Flextech, Inc.; Vibracoustic de Mexico, S.A. de C.V.; Lear Corporation; American Axle & Manufacturing, Inc.
Bond, Schoeneck & King, PLLC	Camille W. Hill	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	315-218-8100	<a href="mailto:chill@bsk.com">chill@bsk.com</a>	Counsel to Marquardt GmbH and Marquardt Switches, Inc.; Tessy Plastics Corp.
Bond, Schoeneck & King, PLLC	Charles J. Sullivan	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	315-218-8100	<a href="mailto:csullivan@bsk.com">csullivan@bsk.com</a>	Counsel to Diemolding Corporation
Bond, Schoeneck & King, PLLC	Stephen A. Donato	One Lincoln Center	18th Floor	Syracuse	NY	13202		315-218-8000	315-218-8100	<a href="mailto:sdonato@bsk.com">sdonato@bsk.com</a>	Counsel to Marquardt GmbH and Marquardt Switches, Inc.; Tessy Plastics Corp; Diemolding Corporation
Bose McKinney & Evans LLP	Jeannette Eisan Hinshaw	135 N. Pennsylvania Street	Suite 2700	Indianapolis	IN	46204		317-684-5296	317-684-5173	<a href="mailto:jhinshaw@boselaw.com">jhinshaw@boselaw.com</a>	Counsel to Decatur Plastics Products, Inc. and Eikenberry & Associates, Inc.; Lorentson Manufacturing, Company, Inc.; Lorentson Tooling, Inc.; L & S Tools, Inc.; Hewitt Tool & Die, Inc.
Boult, Cummings, Conners & Berry, PLC	Austin L. McMullen	1600 Division Street, Suite 700	PO Box 34005	Nashville	TN	37203		615-252-2307	615-252-6307	<a href="mailto:amcmullen@bccb.com">amcmullen@bccb.com</a>	Counsel to Calsonic Kansei North America, Inc.; Calsonic Harrison Co., Ltd.
Boult, Cummings, Conners & Berry, PLC	Roger G. Jones	1600 Division Street, Suite 700	PO Box 34005	Nashville	TN	37203		615-252-2307	615-252-6307	<a href="mailto:rjones@bccb.com">rjones@bccb.com</a>	Counsel to Calsonic Kansei North America, Inc.; Calsonic Harrison Co., Ltd.
Brembo S.p.A.	Massimiliano Cini	Administration Department via Brembo 25	24035 Curno BG	Bergamo			Italy	00039-035-605-529	0039-035-605-671	<a href="mailto:massimiliano_cini@brembo.it">massimiliano_cini@brembo.it</a>	Creditor
Brown & Connery, LLP	Donald K. Ludman	6 North Broad Street		Woodbury	NJ	08096		856-812-8900	856-853-9933	<a href="mailto:dludman@brownconnery.com">dludman@brownconnery.com</a>	Counsel to SAP America, Inc.
Buchalter Nemer, A Profesional Corporation	Shawn M. Christianson	333 Market Street	25th Floor	San Francisco	CA	94105-2126		415-227-0900	415-227-0770	<a href="mailto:schristianson@buchalter.com">schristianson@buchalter.com</a>	Counsel to Oracle USA, Inc.; Oracle Credit Corporation
Burr & Forman LLP	Michael Leo Hall	420 North Twentieth Street	Suite 3100	Birmingham	AL	35203		(205) 458-5367	(205) 244-5651	<a href="mailto:mhall@burr.com">mhall@burr.com</a>	Counsel to Mercedes-Benz U.S. International, Inc

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Cahill Gordon & Reindel LLP	Jonathan Greenberg	80 Pine Street		New York	NY	10005		212-701-3000	732-205-6777	<a href="mailto:jonathan.greenberg@engelhard.com">jonathan.greenberg@engelhard.com</a>	Counsel to Engelhard Corporation
Cahill Gordon & Reindel LLP	Robert Usadi	80 Pine Street		New York	NY	10005		212-701-3000	212-269-5420	<a href="mailto:rusadi@cahill.com">rusadi@cahill.com</a>	Counsel to Engelhard Corporation
											Counsel to Computer Patent Annuities Limited Partnership, Hydro Aluminum North America, Inc., Hydro Aluminum Adrian, Inc., Hydro Aluminum Precision Tubing NA, LLC, Hydro Aluminim Ellay Enfield Limited, Hydro Aluminum Rockledge, Inc., Norsk Hydro Canada, Inc., Emhart Technologies LLL and Adell Plastics, Inc.
Calinoff & Katz, LLP	Dorothy H. Marinis-Riggio	140 East 45th Street	17th Floor	New York	NY	10017		212-826-8800	212-644-5123	<a href="mailto:driggio@candklaw.com">driggio@candklaw.com</a>	Counsel to Cascade Die Casting Group, Inc.
Carson Fischer, P.L.C.	Robert A. Weisberg	300 East Maple Road	Third Floor	Birmingham	MI	48009-6317		248-644-4840	248-644-1832	<a href="mailto:rweisberg@carsonfischer.com">rweisberg@carsonfischer.com</a>	Counsel to STMicroelectronics, Inc.
Carter Ledyard & Milburn LLP	Aaron R. Cahn	2 Wall Street		New York	NY	10005		212-732-3200	212-732-3232	<a href="mailto:cahn@clm.com">cahn@clm.com</a>	Counsel to BorgWarner Turbo Systems Inc.; Metaldyne Company, LLC
Clark Hill PLC	Joel D. Applebaum	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8300	313-965-8252	<a href="mailto:japplebaum@clarkhill.com">japplebaum@clarkhill.com</a>	Counsel to BorgWarner Turbo Systems Inc.; Metaldyne Company, LLC
Clark Hill PLC	Shannon Deeby	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8300	313-965-8252	<a href="mailto:sdeeby@clarkhill.com">sdeeby@clarkhill.com</a>	Counsel to ATS Automation Tooling Systems Inc.
Clark Hill PLLC	Robert D. Gordon	500 Woodward Avenue	Suite 3500	Detroit	MI	48226-3435		313-965-8572	313-965-8252	<a href="mailto:rgordon@clarkhill.com">rgordon@clarkhill.com</a>	Counsel to Arnese Electricos Automotrices, S.A. de C.V.; Cordaflex, S.A. de C.V.
Cleary Gottlieb Steen & Hamilton LLP	Deborah M. Buell	One Liberty Plaza		New York	NY	10006		212-225-2000	212-225-3999	<a href="mailto:maofiling@cgsh.com">maofiling@cgsh.com</a>	Counsel to Bear, Stearns, Co. Inc.; Citigroup, Inc.; Credit Suisse First Boston; Deutsche Bank Securities, Inc.; Goldman Sachs Group, Inc.; JP Morgan Chase & Co.; Lehman Brothers, Inc.; Merrill Lynch & Co.; Morgan Stanley & Co., Inc.; UBS Securities, LLC
Cleary, Gottlieb, Steen & Hamilton LLP	James L. Bromley	One Liberty Plaza		New York	NY	10006		212-225-2000	212-225-3999	<a href="mailto:maofiling@cgsh.com">maofiling@cgsh.com</a>	Counsel to Nova Chemicals, Inc.
Cohen & Grigsby, P.C.	Thomas D. Maxson	11 Stanwix Street	15th Floor	Pittsburgh	PA	15222-1319		412-297-4706	412-209-1837	<a href="mailto:tmaxson@cohenlaw.com">tmaxson@cohenlaw.com</a>	Counsel to International Union, United Automobile, Aerospace and Agriculture Implement Works of America (UAW)
Cohen, Weiss & Simon LLP	Joseph J. Vitale Babette Ceccotti	330 West 42nd Street		New York	NY	10036		212-356-0238	646-473-8238	<a href="mailto:jvitale@cwsny.com">jvitale@cwsny.com</a> <a href="mailto:bceccotti@cwsny.com">bceccotti@cwsny.com</a>	Counsel to Floyd Manufacturing Co., Inc.
Cohn Birnbaum & Shea P.C.	Scott D. Rosen, Esq.	100 Pearl Street, 12th Floor		Hartford	CT	06103		860-493-2200	860-727-0361	<a href="mailto:srosen@cb-shea.com">srosen@cb-shea.com</a>	Counsel to Averitt Express, Inc.
Colbert & Winstead, P.C.	Amy Wood Malone	1812 Broadway		Nashville	TN	37203		615-321-0555	615-321-9555	<a href="mailto:amalone@colwinlaw.com">amalone@colwinlaw.com</a>	Counsel to Brazeway, Inc.
Conlin, McKenney & Philbrick, P.C.	Bruce N. Elliott	350 South Main Street	Suite 400	Ann Arbor	MI	48104		734-971-9000	734-971-9001	<a href="mailto:Elliott@cmplaw.com">Elliott@cmplaw.com</a>	Counsel to ORIX Warren, LLC
Connolly Bove Lodge & Hutz LLP	Jeffrey C. Wisler, Esq.	1007 N. Orange Street	P.O. Box 2207	Wilmington	DE	19899		302-658-9141	302-658-0380	<a href="mailto:wisler@cbllh.com">wisler@cbllh.com</a>	
								203-862-8200	203-629-1977	<a href="mailto:mlee@contrariancapital.com">mlee@contrariancapital.com</a> <a href="mailto:jstanton@contrariancapital.com">jstanton@contrariancapital.com</a> <a href="mailto:wraime@contrariancapital.com">wraime@contrariancapital.com</a> <a href="mailto:solax@contrariancapital.com">solax@contrariancapital.com</a>	Counsel to Contrarian Capital Management, L.L.C.
Contrarian Capital Management, L.L.C.	Mark Lee, Janice Stanton, Bill Raine, Seth Lax	411 West Putnam Avenue	Suite 225	Greenwich	CT	06830		(203) 862-8231	(203) 629-1977		
Coolidge, Wall, Womsley & Lombard Co. LPA	Sylvie J. Derrien	33 West First Street	Suite 600	Dayton	OH	45402		937-223-8177	937-223-6705	<a href="mailto:derrien@coolaw.com">derrien@coolaw.com</a>	Counsel to Harco Industries, Inc.; Harco Brake Systems, Inc.; Dayton Supply & Tool Company
Coolidge, Wall, Womsley & Lombard Co. LPA	Ronald S. Pretekin	33 West First Street	Suite 600	Dayton	OH	45402		937-223-8177	937-223-6705	<a href="mailto:Pretekin@coolaw.com">Pretekin@coolaw.com</a>	Counsel to Harco Industries, Inc.; Harco Brake Systems, Inc.; Dayton Supply & Tool Company
Coolidge, Wall, Womsley & Lombard Co. LPA	Steven M. Wachstein	33 West First Street	Suite 600	Dayton	OH	45402		937-223-8177	937-223-6705	<a href="mailto:wachstein@coolaw.com">wachstein@coolaw.com</a>	Paralegal/Counsel to Cornell University
Cornell University	Nancy H. Pagliaro	Office of University Counsel	300 CCC Building, Garden Avenue	Ithaca	NY	14853-2601		607-255-5124	607-254-3556	<a href="mailto:nhp4@cornell.edu">nhp4@cornell.edu</a>	Special Counsel to the Debtor
Covington & Burling	Susan Power Johnston	1330 Avenue of the Americas		New York	NY	10019		212-841-1005	646-441-9005	<a href="mailto:sjohnston@cov.com">sjohnston@cov.com</a>	

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Cox, Hodgman & Giarmarco, P.C.	Sean M. Walsh, Esq.	Tenth Floor Columbia Center	101 W. Big Beaver Road	Troy	MI	48084-5280		248-457-7000	248-457-7001	<a href="mailto:swalsh@chqlaw.com">swalsh@chqlaw.com</a>	Counsel to Nissan Automotive Corporation
Curtin & Heefner, LLP	Daniel P. Mazo	250 N. Pennsylvania Avenue		Morrisville	PA	19067		215-736-2521	215-736-3647	<a href="mailto:dpm@curtinheefner.com">dpm@curtinheefner.com</a>	Counsel to SPS Technologies, LLC; NSS Technologies, Inc.; SPS Technologies Waterford Company; Greer Stop Nut, Inc.
Curtin & Heefner, LLP	Robert Szwajkos	250 N. Pennsylvania Avenue		Morrisville	PA	19067		215-736-2521	215-736-3647	<a href="mailto:rsz@curtinheefner.com">rsz@curtinheefner.com</a>	Counsel to SPS Technologies, LLC; NSS Technologies, Inc.; SPS Technologies Waterford Company; Greer Stop Nut, Inc.
Curtis, Mallet-Prevost, Colt & Mosle LLP	Andrew M. Thau	101 Park Avenue		New York	NY	10178-0061		212-696-8898	917-368-8898	<a href="mailto:athau@cm-p.com">athau@cm-p.com</a>	Counsel to Flextronics International, Inc.; Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.; Flextronics Asia-Pacific Ltd.; Flextronics Technology (M) Sdn. Bhd.
DaimlerChrysler Corporation	Kim Kolb	CIMS 485-13-32	1000 Chrysler Drive	Auburn Hills	MI	48326-2766		248-576-5741		<a href="mailto:krk4@daimlerchrysler.com">krk4@daimlerchrysler.com</a>	Counsel to DaimlerChrysler Corporation; DaimlerChrysler Motors Company, LLC; DaimlerChrysler Canada, Inc.
Damon & Morey LLP	William F. Savino	1000 Cathedral Place	298 Main Street	Buffalo	NY	14202-4096		716-856-5500	716-856-5510	<a href="mailto:wsavino@damonmorey.com">wsavino@damonmorey.com</a>	Counsel to Relco, Inc.; The Durham Companies, Inc.
Daniels & Kaplan, P.C.	Jay Selanders	2405 Grand Boulevard	Suite 900	Kansas City	MO	64108-2519		816-221-3086	816-221-3006	<a href="mailto:selanders@danielsandkaplan.com">selanders@danielsandkaplan.com</a>	Counsel to DaimlerChrysler Corporation; DaimlerChrysler Motors Company, LLC; DaimlerChrysler Canada, Inc.
Denso International America, Inc.	Carol Sowa	24777 Denso Drive		Southfield	MI	48086		248-372-8531	248-350-7772	<a href="mailto:carol_sowa@denso-diam.com">carol_sowa@denso-diam.com</a>	Counsel to Denso International America, Inc.
Deputy Attorney General	Amina Maddox	R.J. Hughes Justice Complex	P.O. Box 106	Trenton	NJ	08625		609-984-0183	609-292-6266	<a href="mailto:amina.maddox@dol.lps.state.nj.us">amina.maddox@dol.lps.state.nj.us</a>	Deputy Attorney General - State of New Jersey
DiConza Law, P.C.	Gerard DiConza, Esq.	630 Third Avenue, 7th Floor		New York	NY	10017		212-682-4940	212-682-4942	<a href="mailto:gdiConza@dlawpc.com">gdiConza@dlawpc.com</a>	Counsel to Tyz-Air Plastics, Inc.; Furukawa Electric North America APD
Dinsmore & Shohl LLP	John Persiani	1900 Chemed Center	255 East Fifth Street	Cincinnati	OH	45202		513-977-8200	513-977-8141	<a href="mailto:john.persiani@dinslaw.com">john.persiani@dinslaw.com</a>	Counsel to The Procter & Gamble Company
DLA Piper Rudnick Gray Cary US LLP	Richard M. Kremen Maria Elena Chavez-Ruark	The Marbury Building	6225 Smith Avenue	Baltimore	Maryland	21209-3600		410-580-3000	410-580-3001	<a href="mailto:richard.kremen@dlapiper.com">richard.kremen@dlapiper.com</a>	Counsel to Constellation NewEnergy, Inc. & Constellation NewEnergy - Gas Division, LLC
Drinker Biddle & Reath LLP	Andrew C. Kassner	18th and Cherry Streets		Philadelphia	PA	19103		215-988-2700	215-988-2757	<a href="mailto:andrew.kassner@dbr.com">andrew.kassner@dbr.com</a>	Counsel to Penske Truck Leasing Co., L.P.
Drinker Biddle & Reath LLP	David B. Aaronson	18th and Cherry Streets		Philadelphia	PA	19103		215-988-2700	215-988-2757	<a href="mailto:david.aaronson@dbr.com">david.aaronson@dbr.com</a>	Counsel to Penske Truck Leasing Co., L.P. and Quaker Chemical Corporation
Duane Morris LLP	Margery N. Reed, Esq.	30 South 17th Street		Philadelphia	PA	19103-4196		215-979-1000	215-979-1020	<a href="mailto:dmdelphi@duanemorris.com">dmdelphi@duanemorris.com</a>	Counsel to ACE American Insurance Company
Duane Morris LLP	Joseph H. Lemkin	744 Broad Street	Suite 1200	Newark	NJ	07102		973-424-2000	973-424-2001	<a href="mailto:jlemkin@duanemorris.com">jlemkin@duanemorris.com</a>	Counsel to NDK America, Inc./NDK Crystal, Inc.; Foster Electric USA, Inc.; JST Corporation; Nichicon (America) Corporation; Taiho Corporation of America; American Aikoku Alpha, Inc.; Sagami America, Ltd.; SL America, Inc./SL Tennessee, LLC; Hosiden America Corporation and Samtech Corporation
Duane Morris LLP	Wendy M. Simkulak, Esq.	30 South 17th Street		Philadelphia	PA	19103-4196		215-979-1000	215-979-1020	<a href="mailto:wmsimkulak@duanemorris.com">wmsimkulak@duanemorris.com</a>	Counsel to ACE American Insurance Company
Eckert Seamans Cherin & Mellott LLC	Michael G. Busenkell	300 Delaware Avenue	Suite 1360	Wilmington	DE	19801		302-425-0430	302-425-0432	<a href="mailto:mbusenkell@eckertseamans.com">mbusenell@eckertseamans.com</a>	Counsel to Chicago Miniature Optoelectronic Technologies, Inc.
Electronic Data Systems Corporation	Ayala Hassell	5400 Legacy Dr.	Mail Stop H3-3A-05	Plano	TX	75024		212-715-9100	212-715-8000	<a href="mailto:ayala.hassell@eds.com">ayala.hassell@eds.com</a>	Representative for Electronic Data Systems Corporation
Entergy Services, Inc.	Alan H. Katz	7411 Highway 51 North		Southaven	MS	38671				<a href="mailto:akatz@entergy.com">akatz@entergy.com</a>	Company
Erman, Teicher, Miller, Zucker & Freedman, P.C.	David H. Freedman	400 Galleria Officentre	Ste. 444	Southfield	MI	48034		248-827-4100	248-827-4106	<a href="mailto:dfreedman@ermanteicher.com">dfreedman@ermanteicher.com</a>	Counsel to Doshi Pretti International, LLC

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Ettelman & Hochheiser, P.C.	Gary Ettelman	c/o Premium Cadillac	77 Main Street	New Rochelle	NY	10801		516-227-6300	516-227-6307	<a href="mailto:gettelman@e-hlaw.com">gettelman@e-hlaw.com</a>	Counsel to Jon Ballin
Fagel Haber LLC	Gary E. Green	55 East Monroe	40th Floor	Chicago	IL	60603		312-346-7500	312-580-2201	<a href="mailto:ggreen@fagelhaber.com">ggreen@fagelhaber.com</a>	Counsel to Aluminum International, Inc.
Fagel Haber LLC	Lauren Newman	55 East Monroe	40th Floor	Chicago	IL	60603		312-346-7500	312-580-2201	<a href="mailto:newman@fagelhaber.com">newman@fagelhaber.com</a>	Counsel to Aluminum International, Inc.
Filardi Law Offices LLC	Charles J. Filardi, Jr., Esq.	65 Trumbull Street	Second Floor	New Haven	CT	06510		203-562-8588	866-890-3061	<a href="mailto:charles@filardi-law.com">charles@filardi-law.com</a>	Counsel to Federal Express Corporation
Finkel Goldstein Rosenbloom & Nash LLP	Ted J. Donovan	26 Broadway	Suite 711	New York	NY	10004		212-344-2929	212-422-6836	<a href="mailto:tdonovan@finkgold.com">tdonovan@finkgold.com</a>	Counsel to Pillarhouse (U.S.A.) Inc.
Foley & Lardner LLP	Jill L. Murch	321 North Clark Street	Suite 2800	Chicago	IL	60610-4764		312-832-4500	312-832-4700	<a href="mailto:lmurch@foley.com">lmurch@foley.com</a>	Counsel to Kuss Corporation
Foley & Lardner LLP	John A. Simon	One Detroit Center	Suite 2700	Detroit	MI	48226-3489		313-234-7100	313-234-2800	<a href="mailto:jsimon@foley.com">jsimon@foley.com</a>	Counsel to Ernst & Young LLP
Foley & Lardner LLP	Michael P. Richman	90 Park Avenue	37th Floor	New York	NY	10016-1314		212-682-7474	212-687-2329	<a href="mailto:mrichman@foley.com">mrichman@foley.com</a>	Counsel to Ernst & Young LLP
Fox Rothschild LLP	Fred Stevens	13 East 37th Street	Suite 800	New York	NY	10016		212-682-7575	212-682-4218	<a href="mailto:fstevens@foxrothschild.com">fstevens@foxrothschild.com</a>	Counsel to M&Q Plastic Products, Inc.
Fox Rothschild LLP	Michael J. Viscount, Jr.	1301 Atlantic Avenue	Suite 400	Atlantic City	NJ	08401-7212		609-348-4515	609-348-6834	<a href="mailto:mviscount@foxrothschild.com">mviscount@foxrothschild.com</a>	Counsel to M&Q Plastic Products, Inc.
Frederick T. Rikkers		419 Venture Court	P.O. Box 930555	Verona	WI	53593		608-848-6350	608-848-6357	<a href="mailto:trikkers@rikkerslaw.com">trikkers@rikkerslaw.com</a>	Counsel to Southwest Metal Finishing, Inc.
Gazes LLC	Ian J. Gazes	32 Avenue of the Americas		New York	NY	10013		212-765-9000	212-765-9675	<a href="mailto:ian@gazesllc.com">ian@gazesllc.com</a>	Counsel to Setech, Inc.
Gazes LLC	Eric Wainer	32 Avenue of the Americas	Suite 1800	New York	NY	10013		212-765-9000	212-765-9675	<a href="mailto:office@gazesllc.com">office@gazesllc.com</a>	Counsel to Setech, Inc.
Gibbons, Del Deo, Dolan, Griffinger & Vecchione	David N. Crapo	One Riverfront Plaza		Newark	NJ	07102-5497		973-596-4523	973-639-6244	<a href="mailto:dcrapo@gibbonslaw.com">dcrapo@gibbonslaw.com</a>	Counsel to Epcos, Inc.
Goldberg, Stinnett, Meyers & Davis	Merle C. Meyers	44 Montgomery Street	Suite 2900	San Francisco	CA	94104		415-362-5045	415-362-2392	<a href="mailto:mmeyers@qsmolaw.com">mmeyers@qsmolaw.com</a>	Counsel to Alps Automotive, Inc.
Goodwin Proctor LLP	Allan S. Brilliant	599 Lexington Avenue		New York	NY	10022		212-813-8800	212-355-3333	<a href="mailto:abrilliant@goodwinproctor.com">abrilliant@goodwinproctor.com</a>	Counsel to UGS Corp.
Goodwin Proctor LLP	Craig P. Druehl	599 Lexington Avenue		New York	NY	10022		212-813-8800	212-355-3333	<a href="mailto:cdruehl@goodwinproctor.com">cdruehl@goodwinproctor.com</a>	Counsel to UGS Corp.
Gorlick, Kravitz & Listhaus, P.C.	Barbara S. Mehlsack	17 State Street	4th Floor	New York	NY	10004		212-269-2500	212-269-2540	<a href="mailto:bmehlsack@gklaw.com">bmehlsack@gklaw.com</a>	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10; International Union of Operating Engineers Local Union Nos. 18, 101 and 832
Goulston & Storrs, P.C.	Peter D. Bilowz	400 Atlantic Avenue		Boston	MA	02110-333		617-482-1776	617-574-4112	<a href="mailto:pbilowz@goulstonstorrs.com">pbilowz@goulstonstorrs.com</a>	Counsel to Thermotech Company
Grant & Eisenhofer P.A.	Jay W. Eisenhofer	45 Rockefeller Center	650 Fifth Avenue	New York	NY	10111		212-755-6501	212-755-6503	<a href="mailto:jeisenhofer@gelaw.com">jeisenhofer@gelaw.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees' Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforfs ABP
Grant & Eisenhofer P.A.	Sharan Nirmul	1201 North Market Street	Suite 2100	Wilmington	DE	19801		302-622-7000	302-622-7100	<a href="mailto:snirmul@gelaw.com">snirmul@gelaw.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees' Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenforfs ABP
Gratz, Miller & Brueggeman, S.C.	Matthew R. Robbins	1555 N. RiverCenter Drive	Suite 202	Milwaukee	WI	53212		414-271-4500	414-271-6308	<a href="mailto:mrr@previant.com">mrr@previant.com</a>	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10
Gratz, Miller & Brueggeman, S.C.	Timothy C. Hall	1555 N. RiverCenter Drive	Suite 202	Milwaukee	WI	53212		414-271-4500	414-271-6308	<a href="mailto:tch@previant.com">tch@previant.com</a>	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10
Graydon Head & Ritchey LLP	J. Michael Debblor, Susan M. Argo	1900 Fifth Third Center	511 Walnut Street	Cincinnati	OH	45202		513-621-6464	513-651-3836	<a href="mailto:mdebblor@graydon.com">mdebblor@graydon.com</a>	Counsel to Grote Industries; Batesville Tool & Die; PIA Group; Reliable Castings

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Greensfelder, Hemker & Gale, P.C.	Cherie Macdonald J. Patrick Bradley	10 S. Broadway	Suite 200	St. Louis	MO	63102		314-241-9090	314-241-8624	<a href="mailto:ckm@greensfelder.com">ckm@greensfelder.com</a> <a href="mailto:jpb@greensfelder.com">jpb@greensfelder.com</a>	Counsel to ARC Automotive, Inc.
Guaranty Bank	Herb Reiner	8333 Douglas Avenue		Dallas	TX	75225		214-360-2702	214-360-1940	<a href="mailto:herb.reiner@guarantygroup.com">herb.reiner@guarantygroup.com</a>	Counsel to American Finance Group, Inc. d/b/a Guaranty Capital Corporation
Halperin Battaglia Raicht, LLP	Alan D. Halperin Christopher J. Battaglia Julie D. Dyas	555 Madison Avenue	9th Floor	New York	NY	10022		212-765-9100	212-765-0964	<a href="mailto:cbattaglia@halperinlaw.net">cbattaglia@halperinlaw.net</a> <a href="mailto:ahalperin@halperinlaw.net">ahalperin@halperinlaw.net</a> <a href="mailto:jdias@halperinlaw.net">jdias@halperinlaw.net</a>	Counsel to Pacific Gas Turbine Center, LLC and Chromalloy Gas Turbine Corporation; ARC Automotive, Inc.
Hancock & Estabrook LLP	R. John Clark Esq.	1500 Tower I	PO Box 4976	Syracuse	NY	13221-4976		315-471-3151	315-471-3167	<a href="mailto:rjclark@hancocklaw.com">rjclark@hancocklaw.com</a>	Counsel to Alliance Precision Plastics Corporation
Harris D. Leinwand	Harris D. Leinwand	350 Fifth Avenue	Suite 2418	New York	NY	10118		212-725-7338	212-244-6219	<a href="mailto:hleinwand@aol.com">hleinwand@aol.com</a>	Counsel to Baker Hughes Incorporated; Baker Petrolite Corporation
Heller Ehrman LLP	Carren Shulman Timothy Mehok	Times Square Tower	Seven Times Square	New York	NY	10036		212-832-8300	212-763-7600	<a href="mailto:carren.shulman@hellerehrman.com">carren.shulman@hellerehrman.com</a> <a href="mailto:timothy.mehok@hellerehrman.com">timothy.mehok@hellerehrman.com</a>	Counsel to @Road, Inc.
Herrick, Feinstein LLP	Paul Rubin	2 Park Avenue		New York	NY	10016		212-592-1448	212-545-3360	<a href="mailto:prubin@herrick.com">prubin@herrick.com</a>	Counsel to Canon U.S.A., Inc. and Schmidt Technology GmbH
Hewlett-Packard Company	Anne Marie Kennelly	3000 Hanover St., M/S 1050		Palo Alto	CA	94304		650-857-6902	650-852-8617	<a href="mailto:anne.kennelly@hp.com">anne.kennelly@hp.com</a>	Counsel to Hewlett-Packard Company
Hewlett-Packard Company	Glen Dumont	420 Mountain Avenue		Murray Hill	NJ	07974		908-898-4750	908-898-4137	<a href="mailto:glen.dumont@hp.com">glen.dumont@hp.com</a>	Counsel to Hewlett-Packard Financial Services Company
Hewlett-Packard Company	Kenneth F. Higman	2125 E. Katella Avenue	Suite 400	Anaheim	CA	92806		714-940-7120	740-940-7539	<a href="mailto:ken.higman@hp.com">ken.higman@hp.com</a>	Counsel to Hewlett-Packard Company
Hewlett-Packard Company	Sharon Petrosino	420 Mountain Avenue		Murray Hill	NJ	07974		908-898-4760	908-898-4133	<a href="mailto:sharon.petrosino@hp.com">sharon.petrosino@hp.com</a>	Counsel to Hewlett-Packard Financial Services Company
Hiscock & Barclay, LLP	J. Eric Charlton	300 South Salina Street	PO Box 4878	Syracuse	NY	13221-4878		315-425-2716	315-425-8576	<a href="mailto:echarlton@hiscockbarclay.com">echarlton@hiscockbarclay.com</a>	Counsel to GW Plastics, Inc.
Hodgson Russ LLP	Julia S. Kreher	One M&T Plaza	Suite 2000	Buffalo	NY	14203		716-848-1330	716-819-4645	<a href="mailto:jkreher@hodgsonruss.com">jkreher@hodgsonruss.com</a>	Counsel to Hexcel Corporation
Hodgson Russ LLP	Stephen H. Gross, Esq.	230 Park Avenue	17th Floor	New York	NY	10169		212-751-4300	212-751-0928	<a href="mailto:sgross@hodgsonruss.com">sgross@hodgsonruss.com</a>	Counsel to Hexcel Corporation
Hogan & Hartson L.L.P.	Audrey Moog	Columbia Square	555 Thirteenth Street, N.W.	Washington	D.C.	20004-1109		202-637-5677	202-637-5910	<a href="mailto:amoog@hhlaw.com">amoog@hhlaw.com</a>	Counsel to Umicore Autocat Canada Corp.
Hogan & Hartson L.L.P.	Edward C. Dolan	Columbia Square	555 Thirteenth Street, N.W.	Washington	D.C.	20004-1109		202-637-5677	202-637-5910	<a href="mailto:ecdolan@hhlaw.com">ecdolan@hhlaw.com</a>	Counsel to Umicore Autocat Canada Corp.
Hogan & Hartson L.L.P.	Scott A. Golden	875 Third Avenue		New York	NY	10022		212-918-3000	212-918-3100	<a href="mailto:sagolden@hhlaw.com">sagolden@hhlaw.com</a>	Counsel to XM Satellite Radio Inc.
Holme Roberts & Owen, LLP	Elizabeth K. Flaagan	1700 Lincoln	Suite 4100	Denver	CO	80203		303-861-7000	303-866-0200	<a href="mailto:elizabeth.flaagan@hro.com">elizabeth.flaagan@hro.com</a>	Counsel to CoorsTek, Inc.; Corus, L.P.
Honigman, Miller, Schwartz and Cohn, LLP	Donald T. Baty, Jr.	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226		313-465-7314	313-465-7315	<a href="mailto:dbaty@honigman.com">dbaty@honigman.com</a>	Counsel to Fujitsu Ten Corporation of America
Honigman, Miller, Schwartz and Cohn, LLP	E. Todd Sable	2290 First National Building	660 Woodward Avenue	Detroit	MI	48226		313-465-7548	313-465-7549	<a href="mailto:tsable@honigman.com">tsable@honigman.com</a>	Counsel to Valeo Climate Control Corp.; Valeo Electrical Systems, Inc. - Motors and Actuators Division; Valeo Electrical Systems, Inc. - Wipers Division; Valeo Switches & Detection System, Inc.
Hunter & Schank Co. LPA	John J. Hunter	One Canton Square	1700 Canton Avenue	Toledo	OH	43624		419-255-4300	419-255-9121	<a href="mailto:jhunter@hunterschank.com">jhunter@hunterschank.com</a>	Counsel to ZF Group North America Operations, Inc.
Hunter & Schank Co. LPA	Thomas J. Schank	One Canton Square	1700 Canton Avenue	Toledo	OH	43624		419-255-4300	419-255-9121	<a href="mailto:tomschank@hunterschank.com">tomschank@hunterschank.com</a>	Counsel to ZF Group North America Operations, Inc.
Hunton & Williams LLP	Michael P. Massad, Jr.	Energy Plaza, 30th Floor	1601 Bryan Street	Dallas	TX	75201		214-979-3000	214-880-0011	<a href="mailto:mmassad@hunton.com">mmassad@hunton.com</a>	Counsel to RF Monolithics, Inc.
Hunton & Williams LLP	Steven T. Holmes	Energy Plaza, 30th Floor	1601 Bryan Street	Dallas	TX	75201		214-979-3000	214-880-0011	<a href="mailto:sholmes@hunton.com">sholmes@hunton.com</a>	Counsel to RF Monolithics, Inc.
Hurwitz & Fine P.C.	Ann E. Evanko	1300 Liberty Building		Buffalo	NY	14202		716-849-8900	716-855-0874	<a href="mailto:ae@hurwitzfine.com">ae@hurwitzfine.com</a>	Counsel to Jiffy-Tite Co., Inc.
Ice Miller	Ben T. Caughey	One American Square	Box 82001	Indianapolis	IN	46282-0200		317-236-2100	317-236-2219	<a href="mailto:Ben.Caughey@icemiller.com">Ben.Caughey@icemiller.com</a>	Counsel to Sumco, Inc.
Infineon Technologies North America Corporation	Greg Bibbes	1730 North First Street	M/S 11305	San Jose	CA	95112		408-501-6442	408-501-2488	<a href="mailto:greg.bibbes@infineon.com">greg.bibbes@infineon.com</a>	General Counsel & Vice President for Infineon Technologies North America Corporation
Infineon Technologies North America Corporation	Jeff Gillespie	2529 Commerce Drive	Suite H	Kokomo	IN	46902		765-454-2146	765-456-3836	<a href="mailto:jeffery.gillespie@infineon.com">jeffery.gillespie@infineon.com</a>	Global Account Manager for Infineon Technologies North America
InPlay Technologies Inc	Heather Beshears	234 South Extension Road		Mesa	AZ	85201				<a href="mailto:heather@inplaytechnologies.com">heather@inplaytechnologies.com</a>	Creditor

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
International Union of Operating Engineers	Richard Griffin	1125-17th Avenue, N.W.		Washington	DC	20036		202-429-9100	202-778-2641	<a href="mailto:rgriffin@iuoe.org">rgriffin@iuoe.org</a>	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10; International Union of Operating Engineers Local Union Nos. 18, 101 and 832
Jaffe, Raitt, Heuer & Weiss, P.C.	Paige E. Barr	27777 Franklin Road	Suite 2500	Southfield	MI	48034		248-351-3000	248-351-3082	<a href="mailto:pbarr@jaffelaw.com">pbarr@jaffelaw.com</a>	Counsel to Trutron Corporation
James R Scheuerle	Parmenter O'Toole	601 Terrace Street	PO Box 786	Muskegon	MI	49443-0786		231-722-1621	231-728-2206	<a href="mailto:JRS@Parmenterlaw.com">JRS@Parmenterlaw.com</a>	Counsel to Port City Die Cast and Port City Group Inc
Jenner & Block LLP	Ronald R. Peterson	One IBM Plaza		Chicago	IL	60611		312-222-9350	312-840-7381	<a href="mailto:rpeterson@jenner.com">rpeterson@jenner.com</a>	Counsel to SPX Corporation (Contech Division), Alcan Rolled Products-Ravenswood, LLC and Tenneco Inc.
Jones Day	Scott J. Friedman	222 East 41st Street		New York	NY	10017		212-326-3939	212-755-7306	<a href="mailto:sjfriedman@jonesday.com">sjfriedman@jonesday.com</a>	Counsel to WL. Ross & Co., LLC
Katten Muchin Rosenman LLP	John P. Sieger, Esq.	525 West Monroe Street		Chicago	IL	60661		312-902-5200	312-577-4733	<a href="mailto:john.sieger@kattenlaw.com">john.sieger@kattenlaw.com</a>	Counsel to TDK Corporation America and MEMC Electronic Materials, Inc.
Kaye Scholer LLP	Richard G Smolev	425 Park Avenue		New York	NY	10022-3598		212-236-8000	212-836-8689	<a href="mailto:rsmolev@kayescholer.com">rsmolev@kayescholer.com</a>	Counsel to InPlay Technologies Inc
Kegler, Brown, Hill & Ritter Co., LPA	Kenneth R. Cookson	65 East State Street	Suite 1800	Columbus	OH	43215		614-426-5400	614-464-2634	<a href="mailto:kcookson@keglerbrown.com">kcookson@keglerbrown.com</a>	Counsel to Solution Recovery Services
Keller Rohrback L.L.P.	Lynn Lincoln Sarko Cari Campen Laufenberg Erin M. Rily	1201 Third Avenue	Suite 3200	Seattle	WA	98101		206-623-1900	206-623-3384	<a href="mailto:lsarko@kellerrohrback.com">lsarko@kellerrohrback.com</a> <a href="mailto:claufenberg@kellerrohrback.com">claufenberg@kellerrohrback.com</a> <a href="mailto:eriley@kellerrohrback.com">eriley@kellerrohrback.com</a>	Counsel to Neal Folk, Greg Bartell, Donald McEvoy, Irene Polito, and Thomas Kessler, on behalf of themselves and a class of persons similarly situated, and on behalf of the Delphi Savings-Stock Purchase Program for Salaried Employees in the United States and the Delphi Personal Savings Plan for Hourly-Rate Employees in the United States
Keller Rohrback P.L.C.	Gary A. Gotto	National Bank Plaza	3101 North Central Avenue, Suite 900	Phoenix	AZ	85012		602-248-0088	602-248-2822	<a href="mailto:ggotto@kellerrohrback.com">ggotto@kellerrohrback.com</a>	Counsel to Neal Folk, Greg Bartell, Donald McEvoy, Irene Polito, and Thomas Kessler, on behalf of themselves and a class of persons similarly situated, and on behalf of the Delphi Savings-Stock Purchase Program for Salaried Employees in the United States and the Delphi Personal Savings Plan for Hourly-Rate Employees in the United States
Kelley Drye & Warren, LLP	Mark I. Bane	101 Park Avenue		New York	NY	10178		212-808-7800	212-808-7897	<a href="mailto:mbane@kelleydrye.com">mbane@kelleydrye.com</a>	Counsel to the Pension Benefit Guaranty Corporation
Kelley Drye & Warren, LLP	Mark. R. Somerstein	101 Park Avenue		New York	NY	10178		212-808-7800	212-808-7897	<a href="mailto:msomerstein@kelleydrye.com">msomerstein@kelleydrye.com</a>	Counsel to the Pension Benefit Guaranty Corporation
Kennedy, Jennick & Murray	Larry Magarik	113 University Place	7th Floor	New York	NY	10003		212-358-1500	212-358-0207	<a href="mailto:lmagarik@kjmlabor.com">lmagarik@kjmlabor.com</a>	Counsel to The International Union of Electronic, Salaried, Machine and Furniture Workers - Communicaitons Workers of America
Kennedy, Jennick & Murray	Susan M. Jennik	113 University Place	7th Floor	New York	NY	10003		212-358-1500	212-358-0207	<a href="mailto:sjennik@kjmlabor.com">sjennik@kjmlabor.com</a>	Counsel to The International Union of Electronic, Salaried, Machine and Furniture Workers - Communicaitons Workers of America
Kennedy, Jennick & Murray	Thomas Kennedy	113 University Place	7th Floor	New York	NY	10003		212-358-1500	212-358-0207	<a href="mailto:tkennedy@kjmlabor.com">tkennedy@kjmlabor.com</a>	Counsel to The International Union of Electronic, Salaried, Machine and Furniture Workers - Communicaitons Workers of America

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
King & Spalding, LLP	H. Slayton Dabney, Jr. Bill Dimos	1185 Avenue of the Americas		New York	NY	10036		212-556-2100	212-556-2222	<a href="mailto:sdabney@kslaw.com">sdabney@kslaw.com</a> <a href="mailto:bdimos@kslaw.com">bdimos@kslaw.com</a>	Counsel to KPMG LLP
Kirkpatrick & Lockhart Nicholson Graham LLP	Edward M. Fox	599 Lexington Avenue		New York	NY	10022		212-536-4812	212-536-3901	<a href="mailto:efox@king.com">efox@king.com</a>	Counsel to Wilmington Trust Company, as Indenture trustee
Klett Rooney Lieber & Schorling Krugliak, Wilkins, Griffiths & Dougherty CO., L.P.A.	Eric L. Schnabel DeWitt Brown	The Brandywine Building	1000 West Street, Suite 1410	Wilmington	DE	19801		(302) 552-4200		<a href="mailto:schnabel@klettrooney.com">schnabel@klettrooney.com</a> <a href="mailto:dbrown@klettrooney.com">dbrown@klettrooney.com</a>	Counsel to Entergy
Kutchin & Rufo, P.C.	Sam O. Simmerman	4775 Munson Street N.W.	P.O. Box 36963	Canton	OH	44735-6963		330-497-0700	330-497-4020	<a href="mailto:sosimmerman@kwgd.com">sosimmerman@kwgd.com</a>	Counsel to for Millwood, Inc.
Kutchin & Rufo, P.C.	Edward D. Kutchin	155 Federal Street	17th Floor	Boston	MA	02110-1727		617-542-3000	617-542-3001	<a href="mailto:ekutchin@kutchinrufo.com">ekutchin@kutchinrufo.com</a>	Counsel to Parlex Corporation
Kutchin & Rufo, P.C.	Kerry R. Northrup	155 Federal Street	17th Floor	Boston	MA	02110-1727		617-542-3000	617-542-3001	<a href="mailto:knorthrup@kutchinrufo.com">knorthrup@kutchinrufo.com</a>	Counsel to Parlex Corporation
Lambert, Leser, Isackson, Cook & Guinta, P.C.	Susan M. Cook	309 Davidson Building	PO Box 835	Bay City	MI	48707-0835		989-893-3518		<a href="mailto:smcook@lambertleser.com">smcook@lambertleser.com</a>	Counsel to Linamar Corporation
Latham & Watkins	Erika Ruiz	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	<a href="mailto:erika.ruiz@lw.com">erika.ruiz@lw.com</a>	UCC Professional
Latham & Watkins	Henry P. Baer, Jr.	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	<a href="mailto:henry.baer@lw.com">henry.baer@lw.com</a>	UCC Professional
Latham & Watkins	John W. Weiss	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	<a href="mailto:john.weiss@lw.com">john.weiss@lw.com</a>	UCC Professional
Latham & Watkins	Mark A. Broude	885 Third Avenue		New York	NY	10022		212-906-1384	212-751-4864	<a href="mailto:mark.broude@lw.com">mark.broude@lw.com</a>	UCC Professional
Latham & Watkins	Michael J. Riela	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	<a href="mailto:michael.riela@lw.com">michael.riela@lw.com</a>	UCC Professional
Latham & Watkins	Mitchell A. Seider	885 Third Avenue		New York	NY	10022		212-906-1200	212-751-4864	<a href="mailto:mitchell.seider@lw.com">mitchell.seider@lw.com</a>	UCC Professional
Law Offices of Michael O'Hayer	Michael O'Hayer Esq	22 N Walnut Street		West Chester	PA	19380		610-738-1230	610-738-1217	<a href="mailto:mkohayer@aol.com">mkohayer@aol.com</a>	Counsel to A-1 Specialized Services and Supplies Inc
Lewis and Roca LLP	Rob Charles, Esq.	One South Church Street	Suite 700	Tucson	AZ	85701		520-629-4427	520-879-4705	<a href="mailto:rcharles@irlaw.com">rcharles@irlaw.com</a>	Counsel to Freescale Semiconductor, Inc. f/k/a Motorola Semiconductor Systems (U.S.A.) Inc.
Lewis and Roca LLP	Susan M. Freeman, Esq.	40 North Central Avenue	Suite 1900	Phoenix	AZ	85004-4429		602-262-5756	602-734-3824	<a href="mailto:sfreeman@lrlaw.com">sfreeman@lrlaw.com</a>	Counsel to Freescale Semiconductor, Inc. f/k/a Motorola Semiconductor Systems (U.S.A.) Inc.
Linear Technology Corporation	John England, Esq.	General Counsel for Linear Technology Corporation	1630 McCarthy Blvd.	Milpitas	CA	95035-7417		408-432-1900	408-434-0507	<a href="mailto:jengland@linear.com">jengland@linear.com</a>	Counsel to Linear Technology Corporation
Linebarger Goggan Blair & Sampson, LLP	Diane W. Sanders	1949 South IH 35 (78741)	P.O. Box 17428	Austin	TX	78760-7428		512-447-6675	512-443-5114	<a href="mailto:austin.bankruptcy@publicans.com">austin.bankruptcy@publicans.com</a>	Counsel to Cameron County, Brownsville ISD
Linebarger Goggan Blair & Sampson, LLP	Elizabeth Weller	2323 Bryan Street	Suite 1600	Dallas	TX	75201		214-880-0089	4692215002	<a href="mailto:dallas.bankruptcy@publicans.com">dallas.bankruptcy@publicans.com</a>	Counsel to Dallas County and Tarrant County
Linebarger Goggan Blair & Sampson, LLP	John P. Dillman	P.O. Box 3064		Houston	TX	77253-3064		713-844-3478	713-844-3503	<a href="mailto:houston_bankruptcy@publicans.com">houston_bankruptcy@publicans.com</a>	Counsel in Charge for Taxing Authorities: Cypress-Fairbanks Independent School District, City of Houston, Harris County
Loeb & Loeb LLP	P. Gregory Schwed	345 Park Avenue		New York	NY	10154-0037		212-407-4000		<a href="mailto:gschwed@loeb.com">gschwed@loeb.com</a>	Counsel to Creditor The Interpublic Group of Companies, Inc. and Proposed Auditor Deloitte & Touche, LLP
Loeb & Loeb LLP	William M. Hawkins	345 Park Avenue		New York	NY	10154		212-407-4000	212-407-4990	<a href="mailto:whawkins@loeb.com">whawkins@loeb.com</a>	Counsel to Industrial Ceramics Corporation
Lord, Bissel & Brook	Timothy W. Brink	115 South LaSalle Street		Chicago	IL	60603		312-443-1832	312-443-896-6432	<a href="mailto:tbrink@lordbissell.com">tbrink@lordbissell.com</a>	Counsel to Sedgwick Claims Management Services, Inc.
Lord, Bissel & Brook	Timothy S. McFadden	115 South LaSalle Street		Chicago	IL	60603		312-443-0370	312-896-6394	<a href="mailto:tmcfadden@lordbissell.com">tmcfadden@lordbissell.com</a>	Counsel to Methode Electronics, Inc.
Lord, Bissel & Brook LLP	Kevin J. Walsh	885 Third Avenue	26th Floor	New York	NY	10022-4802		212-947-8304	212-947-1202	<a href="mailto:kwash@lordbissell.com">kwash@lordbissell.com</a>	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
Lowenstein Sandler PC	Bruce S. Nathan	1251 Avenue of the Americas		New York	NY	10020		212-262-6700	212-262-7402	<a href="mailto:bnathan@lowenstein.com">bnathan@lowenstein.com</a>	Counsel to Daewoo International (America) Corp.
Lowenstein Sandler PC	Ira M. Levee	1251 Avenue of the Americas	18th Floor	New York	NY	10020		212-262-6700	212-262-7402	<a href="mailto:levee@lowenstein.com">levee@lowenstein.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP
Lowenstein Sandler PC	Kenneth A. Rosen	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	<a href="mailto:krosen@lowenstein.com">krosen@lowenstein.com</a>	Counsel to Cerberus Capital Management, L.P.
Lowenstein Sandler PC	Michael S. Etikin	1251 Avenue of the Americas	18th Floor	New York	NY	10020		212-262-6700	212-262-7402	<a href="mailto:metkin@lowenstein.com">metkin@lowenstein.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Lowenstein Sandler PC	Scott Cargill	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	<a href="mailto:scargill@lowenstein.com">scargill@lowenstein.com</a>	Counsel to Cerberus Capital Management, L.P.; AT&T Corporation
Lowenstein Sandler PC	Vincent A. D'Agostino	65 Livingston Avenue		Roseland	NJ	07068		973-597-2500	973-597-2400	<a href="mailto:vdagostino@lowenstein.com">vdagostino@lowenstein.com</a>	Counsel to AT&T Corporation
Lyden, Liebenthal & Chappell, Ltd.	Erik G. Chappell	5565 Airport Highway	Suite 101	Toledo	OH	43615		419-867-8900	419-867-8909	<a href="mailto:egc@lydenlaw.com">egc@lydenlaw.com</a>	Counsel to Metro Fibres, Inc.
MacDonald, Illig, Jones & Britton LLP	Richard J. Parks	100 State Street	Suite 700	Erie	PA	16507-1459		814-870-7754	814-454-4647	<a href="mailto:rparks@mijb.com">rparks@mijb.com</a>	Counsel to Ideal Tool Company, Inc.
Madison Capital Management	Joe Landen	6143 South Willow Drive	Suite 200	Greenwood Village	CO	80111		303-957-4254	303-957-2098	<a href="mailto:jlanden@madisoncap.com">jlanden@madisoncap.com</a>	Representative for Madison Capital Management
Margulies & Levinson, LLP	Jeffrey M. Levinson, Esq. Leah M. Caplan, Esq.	30100 Chagrin Boulevard	Suite 250	Pepper Pike	OH	44124		216-514-4935	216-514-4936	<a href="mailto:jml@ml-legal.com">jml@ml-legal.com</a> <a href="mailto:lmc@ml-legal.com">lmc@ml-legal.com</a>	Counsel to Venture Plastics
Mastromarco & Jahn, P.C.	Victor J. Mastromarco, Jr.	1024 North Michigan Avenue	P.O. Box 3197	Saginaw	MI	48605-3197		989-752-1414		<a href="mailto:vmastromar@aol.com">vmastromar@aol.com</a>	Counsel to H.E. Services Company and Robert Backie and Counsel to Cindy Palmer, Personal Representative to the Estate of Michael Palmer
Masuda Funai Eifert & Mitchell, Ltd.	Gary D. Santella	203 North LaSalle Street	Suite 2500	Chicago	IL	60601-1262		312-245-7500	312-245-7467	<a href="mailto:gsantella@masudafunai.com">gsantella@masudafunai.com</a>	Counsel to NDK America, Inc./NDK Crystal, Inc.; Foster Electric USA, Inc.; JST Corporation; Nichicon (America) Corporation; Taiho Corporation of America; American Aikoku Alpha, Inc.; Sagami America, Ltd.; SL America, Inc./SL Tennessee, LLC; Hosiden America Corporation and Samtech Corporation
Mayer, Brown, Rowe & Maw LLP	Jeffrey G. Tougas	1675 Broadway		New York	NY	10019		212-262-1910	212-506-2500	<a href="mailto:jgtougas@mayerbrownrowe.com">jgtougas@mayerbrownrowe.com</a>	Counsel to Bank of America, N.A.
Mayer, Brown, Rowe & Maw LLP	Raniero D'Aversa, Jr.	1675 Broadway		New York	NY	10019		212-262-1910	212-506-2500	<a href="mailto:rdaversa@mayerbrown.com">rdaversa@mayerbrown.com</a>	Counsel to Bank of America, N.A.
McCarter & English, LLP	David J. Adler, Jr. Esq.	245 Park Avenue, 27th Floor		New York	NY	10167		212-609-6800	212-609-6921	<a href="mailto:dadler@mccarter.com">dadler@mccarter.com</a>	Counsel to Ward Products, LLC
McCarthy Tetrault LLP	John J. Salmas Lorne P. Salzman	66 Wellington Street West	Suite 4700	Toronto	Ontario	M5K 1E6		416-362-1812	416-868-0673	<a href="mailto:jsalmas@mccarthy.ca">jsalmas@mccarthy.ca</a> <a href="mailto:lsalzman@mccarthy.ca">lsalzman@mccarthy.ca</a>	Counsel to Themselves (McCarthy Tetrault LLP)
McDermott Will & Emery LLP	James M. Sullivan	340 Madison Avenue		New York	NY	10017		212-547-5477	212-547-5444	<a href="mailto:jmsullivan@mwe.com">jmsullivan@mwe.com</a>	Counsel to Linear Technology Corporation, National Semiconductor Corporation; Timken Corporation
McDermott Will & Emery LLP	Stephen B. Selbst	340 Madison Avenue		New York	NY	10017		212-547-5400	212-547-5444	<a href="mailto:sselbst@mwe.com">sselbst@mwe.com</a>	Counsel to National Semiconductor Corporation
McDonald Hopkins Co., LPA	Jean R. Robertson, Esq.	600 Superior Avenue, East	Suite 2100	Cleveland	OH	44114		216-348-5400	216-348-5474	<a href="mailto:jrobertson@mcdonaldhopkins.com">jrobertson@mcdonaldhopkins.com</a>	Counsel to Brush Engineered materials
McDonald Hopkins Co., LPA	Scott N. Opincar, Esq.	600 Superior Avenue, E.	Suite 2100	Cleveland	OH	44114		216-348-5400	216-348-5474	<a href="mailto:sopincar@mcdonaldhopkins.com">sopincar@mcdonaldhopkins.com</a>	Counsel to Republic Engineered Products, Inc.
McDonald Hopkins Co., LPA	Shawn M. Riley, Esq.	600 Superior Avenue, E.	Suite 2100	Cleveland	OH	44114		216-348-5400	216-348-5474	<a href="mailto:sriley@mcdonaldhopkins.com">sriley@mcdonaldhopkins.com</a>	Counsel to Republic Engineered Products, Inc.
McElroy, Deutsch, Mulvaney & Carpenter, LLP	Jeffrey Bernstein, Esq.	Three Gateway Center	100 Mulberry Street	Newark	NJ	07102-4079		973-622-7711	973-622-5314	<a href="mailto:jbernstein@mdmc-law.com">jbernstein@mdmc-law.com</a>	Counsel to New Jersey Self-Insurers Guaranty Association
McGuirewoods LLP	Elizabeth L. Gunn	One James Center	901 East Cary Street	Richmond	VA	23219-4030		804-775-1178	804-698-2186	<a href="mailto:egunn@mcguirewoods.com">egunn@mcguirewoods.com</a>	Counsel to Siemens Logistics Assembly Systems, Inc.
Meyer, Suozzi, English & Klein, P.C.	Hanan Kolkko	1350 Broadway	Suite 501	New York	NY	10018		212-239-4999	212-239-1311	<a href="mailto:hkolko@msek.com">hkolko@msek.com</a>	Counsel to The International Union of Electronic, Salaried, Machine and Furniture Workers - Communications Workers of America
Meyer, Suozzi, English & Klein, P.C.	Lowell Peterson, Esq.	1350 Broadway	Suite 501	New York	NY	10018		212-239-4999	212-239-1311	<a href="mailto:lpeterson@msek.com">lpeterson@msek.com</a>	Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO
Meyers, Rodbell & Rosenbaum, P.A.	M. Evan Meyers	Berkshire Building	6801 Kenilworth Avenue, Suite 400	Riverdale Park	MD	20737-1385		301-699-5800		<a href="mailto:emeyers@mrriaw.net">emeyers@mrriaw.net</a>	Counsel to Prince George County, Maryland
Meyers, Rodbell & Rosenbaum, P.A.	Robert H. Rosenbaum	Berkshire Building	6801 Kenilworth Avenue, Suite 400	Riverdale Park	MD	20737-1385		301-699-5800		<a href="mailto:rosenbaum@mrriaw.net">rosenbaum@mrriaw.net</a>	Counsel to Prince George County, Maryland
Michael Cox		Cadillac Place	3030 W. Grand Blvd., Suite 10-200	Detroit	MI	48202		313-456-0140		<a href="mailto:miag@michigan.gov">miag@michigan.gov</a>	Attorney General for State of Michigan, Department of Treasury

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Michigan Department of Labor and Economic Growth, Worker's Compensation Agency	Michael Cox	PO Box 30736		Lansing	MI	48909-7717		517-373-1820	517-373-2129	<a href="mailto:miag@michigan.gov">miag@michigan.gov</a>	Attorney General for Worker's Compensation Agency
Michigan Department of Labor and Economic Growth, Worker's Compensation Agency	Dennis J. Raterink	PO Box 30736		Lansing	MI	48909-7717		517-373-1820	517-373-2129	<a href="mailto:raterinkd@michigan.gov">raterinkd@michigan.gov</a>	Assistant Attorney General for Worker's Compensation Agency
Miles & Stockbridge, P.C.	Kerry Hopkins	10 Light Street		Baltimore	MD	21202		410-385-3418	410-385-3700	<a href="mailto:khopkins@milesstockbridge.com">khopkins@milesstockbridge.com</a>	Counsel to Computer Patent Annuities Limited Partnership, Hydro Aluminum North America, Inc., Hydro Aluminum Adrian, Inc., Hydro Aluminum Precision Tubing NA, LLC, Hydro Aluminum Enfield Limited, Hydro Aluminum Rockledge, Inc., Norsk Hydro Canada, Inc., Emhart Technologies LLL and Adell Plastics, Inc.
Miles & Stockbridge, P.C.	Thomas D. Renda	10 Light Street		Baltimore	MD	21202		410-385-3418	410-385-3700	<a href="mailto:trenda@milesstockbridge.com">trenda@milesstockbridge.com</a>	Counsel to Computer Patent Annuities Limited Partnership, Hydro Aluminum North America, Inc., Hydro Aluminum Adrian, Inc., Hydro Aluminum Precision Tubing NA, LLC, Hydro Aluminum Enfield Limited, Hydro Aluminum Rockledge, Inc., Norsk Hydro Canada, Inc., Emhart Technologies LLL and Adell Plastics, Inc.
Miller Johnson	Thomas P. Sarb Robert D. Wolford	250 Monroe Avenue, N.W.	Suite 800, PO Box 306	Grand Rapids	MI	49501-0306		616-831-1748 616-831-1726	616-988-1748 616-988-1726	<a href="mailto:sarbt@millerjohnson.com">sarbt@millerjohnson.com</a> <a href="mailto:wolfordr@millerjohnson.com">wolfordr@millerjohnson.com</a>	Counsel to Pridgeon & Clay, Inc.
Miller, Canfield, Paddock and Stone, P.L.C.	Timothy A. Fusco	150 W. Jefferson Avenue	Suite 2500	Detroit	MI	48226		313-496-8435	313-496-8453	<a href="mailto:fusco@millercanfield.com">fusco@millercanfield.com</a>	Counsel to Niles USA Inc.; Techcentral, LLC; The Bartech Group, Inc.; Fischer Automotive Systems
Miller, Canfield, Paddock and Stone, P.L.C.	Jonathan S. Green	150 W. Jefferson Avenue	Suite 2500	Detroit	MI	48226		313-496-8452	313-496-7997	<a href="mailto:greenj@millercanfield.com">greenj@millercanfield.com</a>	Counsel to Wells Operating Partnership, LP
Mintz, Levin, Cohn, Ferris Glovsky and Pepco, P.C.	Paul J. Ricotta	One Financial Center		Boston	MA	02111		617-542-6000	617-542-2241	<a href="mailto:pricotta@mintz.com">pricotta@mintz.com</a>	Counsel to Hitachi Automotive Products (USA), Inc. and Conceria Pasubio
Mintz, Levin, Cohn, Ferris Glovsky and Pepco, P.C.	Stephanie K. Hoos	The Chrysler Center	666 Third Avenue	New York	NY	10017		212-935-3000	212-983-3115	<a href="mailto:skhoos@mintz.com">skhoos@mintz.com</a>	Counsel of Hitachi Automotive Products (USA), Inc. and Conceria Pasubio
Molex Connector Corp	Jeff Ott	2222 Wellington Ct.		Lisle	IL	60532		630-527-4254	630-512-8610	<a href="mailto:Jeff.Ott@molex.com">Jeff.Ott@molex.com</a>	Counsel to Molex Connector Corp
Morgan, Lewis & Bockius LLP	Andrew D. Gottfried	101 Park Avenue		New York	NY	10178-0060		212-309-6000	212-309-6001	<a href="mailto:agottfried@morganlewis.com">agottfried@morganlewis.com</a>	Counsel to ITT Industries, Inc.; Hitachi Chemical (Singapore), Ltd.
Morgan, Lewis & Bockius LLP	Menachem O. Zelmanovitz	101 Park Avenue		New York	NY	10178		212-309-6000	212-309-6001	<a href="mailto:mzelmanovitz@morganlewis.com">mzelmanovitz@morganlewis.com</a>	Counsel to Hitachi Chemical (Singapore) Pte, Ltd.
Morgan, Lewis & Bockius LLP	Richard W. Esterkin, Esq.	300 South Grand Avenue		Los Angeles	CA	90017		213-612-1163	213-612-2501	<a href="mailto:resterkin@morganlewis.com">resterkin@morganlewis.com</a>	Counsel to Sumitomo Corporation
Moritt Hock Hamroff & Horowitz LLP	Leslie Ann Berkoff	400 Garden City Plaza		Garden City	NY	11530		516-873-2000		<a href="mailto:lberkoff@moritthock.com">lberkoff@moritthock.com</a>	Counsel to Standard Microsystems Corporation and its direct and indirect subsidiaries Oasis SiliconSystems AG and SMSC NA Automotive, LLC (successor-in-interest to Oasis Silicon Systems, Inc.)
Morrison Cohen LLP	Michael R. Dal Lago	909 Third Avenue		New York	NY	10022		212-735-8757	917-522-3157	<a href="mailto:mdallago@morrisoncohen.com">mdallago@morrisoncohen.com</a>	Counsel to Blue Cross and Blue Shield of Michigan
Munsch Hardt Kopf & Harr, P.C.	Raymond J. Urbanik, Esq., Joseph J. Wielebinski, Esq., and Davor Rukavina, Esq.	3800 Lincoln Plaza	500 North Akard Street	Dallas	RX	75201-6659		214-855-7590 214-855-7561 214-855-7587	214-855-7584	<a href="mailto:rurbanik@munsch.com">rurbanik@munsch.com</a> <a href="mailto:wielebinski@munsch.com">wielebinski@munsch.com</a> <a href="mailto:rukavina@munsch.com">rukavina@munsch.com</a>	Counsel to Texas Instruments Incorporated
Nantz, Litowich, Smith, Girard & Hamilton, P.C.	Sandra S. Hamilton	2025 East Beltline, S.E.	Suite 600	Grand Rapids	MI	49546		616-977-0077	616-977-0529	<a href="mailto:sandy@nlsq.com">sandy@nlsq.com</a>	Counsel to Lanfker Diversified Industries, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Nathan, Neuman & Nathan, P.C.	Kenneth A. Nathan	29100 Northwestern Highway	Suite 260	Southfield	MI	48034		248-351-0099	248-351-0487	<a href="mailto:Knathan@nathanneuman.com">Knathan@nathanneuman.com</a>	Counsel to 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. and Etkin Real Properties
National City Commercial Capital	Lisa M. Moore	995 Dalton Avenue		Cincinnati	OH	45203		513-455-2390	866-298-4481	<a href="mailto:lisa.moore2@nationalcity.com">lisa.moore2@nationalcity.com</a>	Vice President and Senior Counsel to National City Commercial Capital
Nelson Mullins Riley & Scarborough	George B. Cauthen	1320 Main Street, 17th Floor	PO Box 11070	Columbia	SC	29201		803-7255-9425	803-256-7500	<a href="mailto:george.cauthen@nelsonmullins.com">george.cauthen@nelsonmullins.com</a>	Counsel to Datwyler Rubber & Plastics, Inc.; Datwyler, Inc.; Datwyler i/o devices (Americas), Inc.; Rothrist Tube (USA), Inc.
Nix, Patterson & Roach, L.L.P.	Bradley E. Beckworth	205 Linda Drive		Daingerfield	TX	75638		903-645-7333	903-645-4415	<a href="mailto:bbeckworth@nixlawfirm.com">bbeckworth@nixlawfirm.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H. and Stichting Pensioenfornds ABP
Nix, Patterson & Roach, L.L.P.	Jeffrey J. Angelovich	205 Linda Drive		Daingerfield	TX	75638		903-645-7333	903-645-4415	<a href="mailto:jangelovich@nixlawfirm.com">jangelovich@nixlawfirm.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H. and Stichting Pensioenfornds ABP
Nix, Patterson & Roach, L.L.P.	Susan Whatley	205 Linda Drive		Daingerfield	TX	75638		903-645-7333	903-645-4415	<a href="mailto:susanwhatley@nixlawfirm.com">susanwhatley@nixlawfirm.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H. and Stichting Pensioenfornds ABP
Noma Company and General Chemical Performance Products LLC	James Imbriaco	90 East Halsey Road		Parsippany	NJ	07054		973-884-6952	973-515-3244	<a href="mailto:jimbriaco@gentek-global.com">jimbriaco@gentek-global.com</a>	
Norris, McLaughlin & Marcus	Elizabeth L. Abdelmasieh, Esq	721 Route 202-206	P.O. Box 1018	Somerville	NJ	08876		908-722-0700	908-722-0755	<a href="mailto:eabdelmasieh@nmmlaw.com">eabdelmasieh@nmmlaw.com</a>	Counsel to Rotor Clip Company, Inc.
North Point	David G. Heiman	901 Lakeside Avenue		Cleveland	OH	44114		216-586-3939	216-579-0212	<a href="mailto:dgheiman@jonesday.com">dgheiman@jonesday.com</a>	Counsel to WL. Ross & Co., LLC
Office of the Chapter 13 Trustee	Camille Hope	P.O. Box 954		Macon	GA	31202		478-742-8706	478-746-4488	<a href="mailto:cahope@chapter13macon.com">cahope@chapter13macon.com</a>	Office of the Chapter 13 Trustee
Office of the Texas Attorney General	Jay W. Hurst	P.O. Box 12548		Austin	TX	78711-2548		512-475-4861	512-482-8341	<a href="mailto:jay.hurst@oag.state.tx.us">jay.hurst@oag.state.tx.us</a>	Counsel to The Texas Comptroller of Public Accounts
Orbotech, Inc.	Michael M. Zizza, Legal Manager	44 Manning Road		Billerica	MA	01821		978-901-5025	978-667-9969	<a href="mailto:michaelz@orbotech.com">michaelz@orbotech.com</a>	Company
Orrick, Herrington & Sutcliffe LLP	Alyssa Englund, Esq.	666 Fifth Avenue		New York	NY	10103		212-506-5187	212-506-5151	<a href="mailto:aenglund@orrick.com">aenglund@orrick.com</a>	Counsel to America President Lines, Ltd. And APL Co. Pte Ltd.
Orrick, Herrington & Sutcliffe LLP	Anthony Princi Esq Thomas L Kent Esq	666 Fifth Avenue		New York	NY	10103		212-506-5000	212-506-5151	<a href="mailto:aprinci@orrick.com">aprinci@orrick.com</a> <a href="mailto:tkent@orrick.com">tkent@orrick.com</a>	Counsel to Ad Hoc Committee of Trade Claimants
Orrick, Herrington & Sutcliffe LLP	Frederick D. Holden, Jr., Esq.	405 Howard Street		San Francisco	CA	94105		415-773-5700	415-773-5759	<a href="mailto:fholden@orrick.com">fholden@orrick.com</a>	Counsel to America President Lines, Ltd. And APL Co. Pte Ltd.
Orrick, Herrington & Sutcliffe LLP	Jonathan P. Guy	The Washington Harbour	3050 K Street, N.W.	Washington	DC	20007		202-339-8400	202-339-8500	<a href="mailto:jguy@orrick.com">jguy@orrick.com</a>	Counsel to Westwood Associates, Inc.
Orrick, Herrington & Sutcliffe LLP	Matthew W. Cheney	The Washington Harbour	3050 K Street, N.W.	Washington	DC	20007		202-339-8400	202-339-8500	<a href="mailto:mcheney@orrick.com">mcheney@orrick.com</a>	Counsel to Westwood Associates, Inc.
Orrick, Herrington & Sutcliffe LLP	Richard H. Wyron	The Washington Harbour	3050 K Street, N.W.	Washington	DC	20007		202-339-8400	202-339-8500	<a href="mailto:rwyrton@orrick.com">rwyrton@orrick.com</a>	Counsel to Westwood Associates, Inc.
Pachulski Stang Ziehl Young Jones & Weintraub LLP	Michael R. Seidl	919 N. Market Street, 17th Floor	P.O. Box 8705	Wilmington	DE	19899-8705		302-652-4100	302-652-4400	<a href="mailto:mseidl@pszyjw.com">mseidl@pszyjw.com</a>	Counsel for Essex Group, Inc.
Pachulski Stang Ziehl Young Jones & Weintraub LLP	William P. Weintraub	780 Third Avenue, 36th Floor		New York	NY	10017-2024		212-561-7700	212-561-7777	<a href="mailto:wweintraub@pszyjw.com">wweintraub@pszyjw.com</a>	Counsel for Essex Group, Inc.

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Paul, Weiss, Rifkind, Wharton & Garrison	Douglas R. Davis	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3000	212-757-3990	<a href="mailto:ddavis@paulweiss.com">ddavis@paulweiss.com</a>	Counsel to Noma Company and General Chemical Performance Products LLC
Paul, Weiss, Rifkind, Wharton & Garrison	Elizabeth R. McColm	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3000	212-757-3990	<a href="mailto:emccolm@paulweiss.com">emccolm@paulweiss.com</a>	Counsel to Noma Company and General Chemical Performance Products LLC
Paul, Weiss, Rifkind, Wharton & Garrison	Stephen J. Shimshak	1285 Avenue of the Americas		New York	NY	10019-6064		212-373-3133	212-373-2136	<a href="mailto:sshimshak@paulweiss.com">sshimshak@paulweiss.com</a>	Counsel to Ambrake Corporation
Peggy Housner		Cadillac Place	3030 W. Grand Blvd., Suite 10-200	Detroit	MI	48202		313-456-0140		<a href="mailto:housnerp@michigan.gov">housnerp@michigan.gov</a>	Assistant Attorney General for State of Michigan, Department of Treasury
Pepe & Hazard LLP	Kristin B. Mayhew	30 Jelliff Lane		Southport	CT	06890-1436		203-319-4022	203-259-0251	<a href="mailto:kmayhew@pepehazard.com">kmayhew@pepehazard.com</a>	Counsel for Illinois Tool Works Inc., Illinois Tool Works for Hobart Brothers Co., Hobart Brothers Company, ITW Food Equipment Group LLC and Tri-Mark, Inc.
Pepper, Hamilton LLP	Anne Marie Aaronson	3000 Two logan Square	Eighteenth & Arch Streets	Philadelphia	PA	19103-2799		215-981-4000	215-981-4750	<a href="mailto:aaronsona@pepperlaw.com">aaronsona@pepperlaw.com</a>	Counsel to Capro, Ltd, Teleflex Automotive Manufacturing Corporation and Teleflex Incorporated d/b/a Teleflex Morse (Capro)
Pepper, Hamilton LLP	Linda J. Casey	3000 Two logan Square	Eighteenth & Arch Streets	Philadelphia	PA	19103-2799		215-981-4000	215-981-4750	<a href="mailto:caseyl@pepperlaw.com">caseyl@pepperlaw.com</a>	Counsel to SKF USA, Inc.
Pepper, Hamilton LLP	Henry Jaffe	1313 Market Street	PO Box 1709	Wilmington	DE	19899-1709		302-777-6500	302-421-8390	<a href="mailto:jaffeh@pepperlaw.com">jaffeh@pepperlaw.com</a>	Counsel to SKF USA, Inc.
Pepper, Hamilton LLP	Francis J. Lawall	3000 Two logan Square	Eighteenth & Arch Streets	Philadelphia	PA	19103-2799		215-981-4000	215-981-4750	<a href="mailto:lawallf@pepperlaw.com">lawallf@pepperlaw.com</a>	Counsel to Capro, Ltd, Teleflex Automotive Manufacturing Corporation and Teleflex Incorporated d/b/a Teleflex Morse (Capro)
Pierce Atwood LLP	Jacob A. Manheimer	One Monument Square		Portland	ME	04101		207-791-1100	207-791-1350	<a href="mailto:jmanheimer@pierceatwood.com">jmanheimer@pierceatwood.com</a>	Counsel to FCI Canada, Inc.; FCI Electronics Mexico, S. de R.L. de C.V.; FCI USA, Inc.; FCI Brasil, Ltda; FCI Automotive Deutschland GmbH; FCI Italia S. p.A.
Pierce Atwood LLP	Keith J. Cunningham	One Monument Square		Portland	ME	04101		207-791-1100	207-791-1350	<a href="mailto:kcunningham@pierceatwood.com">kcunningham@pierceatwood.com</a>	Counsel to FCI Canada, Inc.; FCI Electronics Mexico, S. de R.L. de C.V.; FCI USA, Inc.; FCI Brasil, Ltda; FCI Automotive Deutschland GmbH; FCI Italia S. p.A.
Pillsbury Winthrop Shaw Pittman LLP	Karen B. Dine	1540 Broadway		New York	NY	10036-4039		212-858-1000	212-858-1500	<a href="mailto:karen.dine@pillsburylaw.com">karen.dine@pillsburylaw.com</a>	Counsel to Clarion Corporation of America, Hyundai Motor Company and Hyundai Motor America
Pillsbury Winthrop Shaw Pittman LLP	Margot P. Erlich	1540 Broadway		New York	NY	10036-4039		212-858-1000	212-858-1500	<a href="mailto:margot.erlich@pillsburylaw.com">margot.erlich@pillsburylaw.com</a>	Counsel to MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Pillsbury Winthrop Shaw Pittman LLP	Mark D. Houle	650 Town Center Drive	7th Floor	Costa Mesa	CA	92626-7122		714-436-6800	714-436-2800	<a href="mailto:mark.houle@pillsburylaw.com">mark.houle@pillsburylaw.com</a>	Counsel to Clarion Corporation of America, Hyundai Motor Company and Hyundai Motor America
Pillsbury Winthrop Shaw Pittman LLP	Richard L. Epling	1540 Broadway		New York	NY	10036-4039		212-858-1000	212-858-1500	<a href="mailto:richard.epling@pillsburylaw.com">richard.epling@pillsburylaw.com</a>	Counsel to MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Pillsbury Winthrop Shaw Pittman LLP	Robin L. Spear	1540 Broadway		New York	NY	10036-4039		212-858-1000	212-858-1500	<a href="mailto:robin.spear@pillsburylaw.com">robin.spear@pillsburylaw.com</a>	Counsel to MeadWestvaco Corporation, MeadWestvaco South Carolina LLC and MeadWestvaco Virginia Corporation
Pitney Hardin LLP	Ronald S. Beacher	7 Times Square		New York	NY	10036		212-297-5800	212-682-3485	<a href="mailto:rbeacher@pitneyhardin.com">rbeacher@pitneyhardin.com</a>	Counsel to IBJTC Business Credit Corporation
Pitney Hardin LLP	Richard M. Meth	P.O. Box 1945		Morristown	NJ	07962-1945		973-966-6300	973-966-1015	<a href="mailto:rmeth@pitneyhardin.com">rmeth@pitneyhardin.com</a>	Counsel to Marshall E. Campbell Company

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Porzio, Bromberg & Newman, P.C.	Brett S. Moore, Esq.	100 Southgate Parkway	P.O. Box 1997	Morristown	NJ	07960		973-538-4006	973-538-5146	<a href="mailto:bsmoore@pbnlaw.com">bsmoore@pbnlaw.com</a>	Counsel to Neuman Aluminum Automotive, Inc. and Neuman Aluminum Impact Extrusion, Inc.
Porzio, Bromberg & Newman, P.C.	John S. Mairo, Esq.	100 Southgate Parkway	P.O. Box 1997	Morristown	NJ	07960		973-538-4006	973-538-5146	<a href="mailto:jsmairo@pbnlaw.com">jsmairo@pbnlaw.com</a>	
Previant, Goldberg, Uelman, Gratz, Miller & Brueggeman, S.C.	Jill M. Hartley and Marianne G. Robbins	1555 N. RiverCenter Drive	Suite 202	Milwaukee	WI	53212		414-271-4500	414-271-6308	<a href="mailto:jh@previant.com">jh@previant.com</a> <a href="mailto:mgr@previant.com">mgr@previant.com</a>	Counsel to International Brotherhood of Electrical Workers Local Unions No. 663; International Association of Machinists; AFL-CIO Tool and Die Makers Local Lodge 78, District 10
QAD, Inc.	Jason Pickering, Esq.	10,000 Midlantic Drive		Mt. Laurel	NJ	08054		856-840-2489	856-840-2740	<a href="mailto:jp@qad.com">jp@qad.com</a>	Counsel to QAD, Inc.
Quadrangle Debt Recovery Advisors LLC	Andrew Herenstein	375 Park Avenue, 14th Floor		New York	NY	10152		212-418-1742	866-741-2505	<a href="mailto:andrew.herenstein@quadranglegroup.com">andrew.herenstein@quadranglegroup.com</a>	Counsel to Quadrangle Debt Recovery Advisors LLC
Quadrangle Group LLC	Patrick Bartels	375 Park Avenue, 14th Floor		New York	NY	10152		212-418-1748	866-552-2052	<a href="mailto:patrick.bartels@quadranglegroup.com">patrick.bartels@quadranglegroup.com</a>	Counsel to Quadrangle Group LLC
Quarles & Brady Streich Lang LLP	John A. Harris	Renaissance One	Two North Central Avenue	Phoenix	AZ	85004-2391		602-229-5200	602-229-5690	<a href="mailto:jharris@quarles.com">jharris@quarles.com</a>	Counsel to Semiconductor Components Industries, Inc.
Quarles & Brady Streich Lang LLP	Kasey C. Nye	One South Church Street		Tucson	AZ	85701		520-770-8717	520-770-2203	<a href="mailto:knye@quarles.com">knye@quarles.com</a>	Counsel to Offshore International, Inc.; Maquilas Teta Kawi, S.A. de C.V.; On Semiconductor Corporation
Quarles & Brady Streich Lang LLP	Scott R. Goldberg	Renaissance One	Two North Central Avenue	Phoenix	AZ	85004-2391		602-229-5200	602-229-5690	<a href="mailto:sgoldber@quarles.com">sgoldber@quarles.com</a>	Counsel to Semiconductor Components Industries, Inc.
Reed Smith	Elena Lazarou	599 Lexington Avenue	29th Street	New York	NY	10022		212-521-5400	212-521-5450	<a href="mailto:elazarou@reedsmith.com">elazarou@reedsmith.com</a>	Counsel to General Electric Capital Corporation, Strategic Asset Finance.
Reed Smith	Richard P. Norton	One Riverfront Plaza	1st Floor	Newark	NJ	07102		973-621-3200	973-621-3199	<a href="mailto:rnorton@reedsmith.com">rnorton@reedsmith.com</a>	Counsel to Jason Incorporated, Sackner Products Division
Riddell Williams P.S.	Joseph E. Shickich, Jr.	1001 4th Ave.	Suite 4500	Seattle	WA	98154-1195		206-624-3600	206-389-1708	<a href="mailto:jshickich@riddellwilliams.com">jshickich@riddellwilliams.com</a>	Counsel to Microsoft Corporation; Microsoft Licensing, GP
Rieck and Crotty PC	Jerome F Crotty	55 West Monroe Street	Suite 3390	Chicago	IL	60603		312-726-4646	312-726-0647	<a href="mailto:jcrotty@rieckcrotty.com">jcrotty@rieckcrotty.com</a>	Counsel to Mary P. O'Neill and Liam P. O'Neill
Riemer & Braunstein LLP	Mark S. Scott	Three Center Plaza		Boston	MA	02108		617-523-9000	617-880-3456	<a href="mailto:msscott@riemerlaw.com">msscott@riemerlaw.com</a>	Counsel to ICX Corporation
Riverside Claims LLC	Holly Rogers	2109 Broadway	Suite 206	New York	NY	10023		212-501-0990	212-501-7088	<a href="mailto:holly@regencap.com">holly@regencap.com</a>	Riverside Claims LLC
Robinson, McFadden & Moore, P.C.	Annamarie B. Mathews	P.O. Box 944		Columbia	SC	29202		803-779-8900	803-771-9411	<a href="mailto:amathews@robinsonlaw.com">amathews@robinsonlaw.com</a>	Counsel to Blue Cross Blue Shield of South Carolina
Ropes & Gray LLP	Gregory O. Kaden	One International Place		Boston	MA	02110-2624		617-951-7000	617-951-7050	<a href="mailto:gregory.kaden@ropesgray.com">gregory.kaden@ropesgray.com</a>	Attorneys for D-J, Inc.
Ropes & Gray LLP	Marc E. Hirschfield	45 Rockefeller Plaza		New York	NY	10111-0087		212-841-5700	212-841-5725	<a href="mailto:marc.hirschfield@ropesgray.com">marc.hirschfield@ropesgray.com</a>	Attorneys for D-J, Inc.
Rosen Slome Marder LLP	Thomas R. Slome	333 Earle Ovington Boulevard	Suite 901	Uniondale	NY	11533		516-227-1600		<a href="mailto:tslome@rsmllp.com">tslome@rsmllp.com</a>	Counsel to JAE Electronics, Inc.
Russell Reynolds Associates, Inc.	Charles E. Boulbol, P.C.	26 Broadway, 17th Floor		New York	NY	10004		212-825-9457	212-825-9414	<a href="mailto:rtrack@msn.com">rtrack@msn.com</a>	Counsel to Russell Reynolds Associates, Inc.
Sachnoff & Weaver, Ltd	Charles S. Schulman, Arlene N. Gelman	10 South Wacker Drive	40th Floor	Chicago	IL	60606		312-207-1000	312-207-6400	<a href="mailto:cschulman@sachnoff.com">cschulman@sachnoff.com</a> <a href="mailto:agelman@sachnoff.com">agelman@sachnoff.com</a>	Counsel to Infineon Technologies North America Corporation
Satterlee Stephens Burke & Burke LLP	Christopher R. Belmonte	230 Park Avenue		New York	NY	10169		212-818-9200	212-818-9606	<a href="mailto:cbelmonte@ssbb.com">cbelmonte@ssbb.com</a>	Counsel to Moody's Investors Service
Satterlee Stephens Burke & Burke LLP	Pamela A. Bosswick	230 Park Avenue		New York	NY	10169		212-818-9200	212-818-9606	<a href="mailto:pbosswick@ssbb.com">pbosswick@ssbb.com</a>	Counsel to Moody's Investors Service
Schafer and Weiner PLLC	Daniel Weiner	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340		<a href="mailto:dweiner@schaferandweiner.com">dweiner@schaferandweiner.com</a>	Counsel to Dott Industries, Inc.
Schafer and Weiner PLLC	Howard Borin	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340		<a href="mailto:hborin@schaferandweiner.com">hborin@schaferandweiner.com</a>	Counsel to Dott Industries, Inc.
Schafer and Weiner PLLC	Max Newman	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340		<a href="mailto:mnewman@schaferandweiner.com">mnewman@schaferandweiner.com</a>	Counsel to Dott Industries, Inc.
Schafer and Weiner PLLC	Ryan Heilman	40950 Woodward Ave.	Suite 100	Bloomfield Hills	MI	48304		248-540-3340		<a href="mailto:rheilman@schaferandweiner.com">rheilman@schaferandweiner.com</a>	Counsel to Dott Industries, Inc.
Schiff Hardin LLP	Michael Yetnikoff	623 Fifth Avenue	28th Floor	New York	NY	10022		212-753-5000	212-753-5044	<a href="mailto:myetnikoff@schiffhardin.com">myetnikoff@schiffhardin.com</a>	Counsel to Means Industries
Schiffrin & Barroway, LLP	Michael Yarnoff	280 King of Prussia Road		Radnor	PA	19087		610-667-7056	610-667-7706	<a href="mailto:myarnoff@sbclasslaw.com">myarnoff@sbclasslaw.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Schiffrin & Barroway, LLP	Sean M. Handler	280 King of Prussia Road		Radnor	PA	19087		610-667-7706	610-667-7056	<a href="mailto:shandler@sbclasslaw.com">shandler@sbclasslaw.com</a>	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfonds ABP
Schulte Roth & Sabel LLP	James T. Bentley	919 Third Avenue		New York	NY	10022		212-756-2273	212-593-5955	<a href="mailto:james.bentley@srz.com">james.bentley@srz.com</a>	Counsel to Panasonic Automotive Systems Company of America
Schulte Roth & Sabel LLP	Michael L. Cook	919 Third Avenue		New York	NY	10022		212-756-2000	212-595-5955	<a href="mailto:michael.cook@srz.com">michael.cook@srz.com</a>	Counsel to Panasonic Automotive Systems Company of America; D.C. Capital Partners, L.P.
Schulte Roth & Sabel LLP	Carol Weiner Levy	919 Third Avenue		New York	NY	10022		212-756-2000	212-595-5955	<a href="mailto:carol.weiner.levy@srz.com">carol.weiner.levy@srz.com</a>	Counsel to D.C. Capital Partners, L.P.
Seyfarth Shaw LLP	Paul M. Baisier, Esq.	1545 Peachtree Street, N.E.	Suite 700	Atlanta	GA	30309-2401		404-885-1500	404-892-7056	<a href="mailto:pbaisier@seyfarth.com">pbaisier@seyfarth.com</a>	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Seyfarth Shaw LLP	Robert W. Dremluk, Esq.	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801		212-218-5500	212-218-5526	<a href="mailto:rdremluk@seyfarth.com">rdremluk@seyfarth.com</a>	Counsel to Murata Electronics North America, Inc.; Fujikura America, Inc.
Seyfarth Shaw LLP	William J. Hanlon	World Trade Center East	Two Seaport Lane, Suite 300	Boston	MA	02210		617-946-4800	617-946-4801	<a href="mailto:whanlon@seyfarth.com">whanlon@seyfarth.com</a>	Counsel to le Belier/LBQ Foundry S.A. de C.V.
Sheehan Phinney Bass + Green Professional Association	Bruce A. Harwood	1000 Elm Street	P.O. Box 3701	Manchester	NH	03105-3701		603-627-8139	603-627-8121	<a href="mailto:bharwood@sheehan.com">bharwood@sheehan.com</a>	Counsel to Source Electronics, Inc.
Sheldon S. Toll PLLC	Sheldon S. Toll	2000 Town Center	Suite 2550	Southfield	MI	48075		248-358-2460	248-358-2740	<a href="mailto:lawtoll@comcast.net">lawtoll@comcast.net</a>	Counsel to Milwaukee Investment Company
Sheppard Mullin Richter & Hampton LLP	Eric Waters	30 Rockefeller Plaza	24th Floor	New York	NY	10112		212-332-3800	212-332-3888	<a href="mailto:ewaters@sheppardmullin.com">ewaters@sheppardmullin.com</a>	Counsel to Gary Whitney
Sheppard Mullin Richter & Hampton LLP	Malani J. Sternstein	30 Rockefeller Plaza	24th Floor	New York	NY	10112		212-332-3800	212-332-3888	<a href="mailto:msternstein@sheppardmullin.com">msternstein@sheppardmullin.com</a>	Counsel to International Rectifier Corp. and Gary Whitney
Sheppard Mullin Richter & Hampton LLP	Theodore A. Cohen	333 South Hope Street	48th Floor	Los Angeles	CA	90071		213-620-1780	213-620-1398	<a href="mailto:tcohen@sheppardmullin.com">tcohen@sheppardmullin.com</a>	Counsel to Gary Whitney
Sheppard Mullin Richter & Hampton LLP	Theresa Wardle	333 South Hope Street	48th Floor	Los Angeles	CA	90071		213-620-1780	213-620-1398	<a href="mailto:twardle@sheppardmullin.com">twardle@sheppardmullin.com</a>	Counsel to International Rectifier Corp.
Sher, Garner, Cahill, Richter, Klein & Hilbert, LLC	Robert P. Thibeaux	5353 Essen Lane	Suite 650	Baton Rouge	LA	70809		225-757-2185	225-757-7674	<a href="mailto:rthibeaux@shergarner.com">rthibeaux@shergarner.com</a>	Counsel to Gulf Coast Bank & Trust Company
Sher, Garner, Cahill, Richter, Klein & Hilbert, LLC	Robert P. Thibeaux	909 Poydras Street	28th Floor	New Orleans	LA	70112-1033		504-299-2100	504-299-2300	<a href="mailto:rthibeaux@shergarner.com">rthibeaux@shergarner.com</a>	Counsel to Gulf Coast Bank & Trust Company
Shipman & Goodwin LLP	Jennifer L. Adamy	One Constitution Plaza		Hartford	CT	06103-1919		860-251-5811	860-251-5218	<a href="mailto:bankruptcy@goodwin.com">bankruptcy@goodwin.com</a>	Counsel to Fortune Plastics Company of Illinois, Inc.; Universal Metal Hose Co.,
Sills, Cummis Epstein & Gross, P.C.	Andrew H. Sherman	30 Rockefeller Plaza		New York	NY	10112		212-643-7000	212-643-6500	<a href="mailto:asherman@sillscummis.com">asherman@sillscummis.com</a>	Counsel to Hewlett-Packard Financial Services Company
Sills, Cummis Epstein & Gross, P.C.	Jack M. Zackin	30 Rockefeller Plaza		New York	NY	10112		212-643-7000	212-643-6500	<a href="mailto:zackin@sillscummis.com">zackin@sillscummis.com</a>	Counsel to Hewlett-Packard Financial Services Company
Silver Point Capital, L.P.	Chaim J. Fortgang	Two Greenwich Plaza	1st Floor	Greenwich	CT	06830		203-542-4216	203-542-4100	<a href="mailto:cfortgang@silverpointcapital.com">cfortgang@silverpointcapital.com</a>	Counsel to Silver Point Capital, L.P.
Smith, Gambrell & Russell, LLP	Barbara Ellis-Monro	1230 Peachtree Street, N.E.	Suite 3100	Atlanta	GA	30309		404-815-3500	404-815-3509	<a href="mailto:bellis-monro@sgrlaw.com">bellis-monro@sgrlaw.com</a>	Counsel to Southwire Company
Smith, Katzenstein & Furlow LLP	Kathleen M. Miller	800 Delaware Avenue, 7th Floor	P.O. Box 410	Wilmington	DE	19899		302-652-8400	302-652-8405	<a href="mailto:kmiller@skfdelaware.com">kmiller@skfdelaware.com</a>	Counsel to Airgas, Inc.
Sonnenschein Nath & Rosenthal LLP	D. Farrington Yates	1221 Avenue of the Americas	24th Floor	New York	NY	10020		212-768-6700	212-768-6800	<a href="mailto:fyates@sonnenschein.com">fyates@sonnenschein.com</a>	Counsel to Molex, Inc. and INA USA, Inc.
Sonnenschein Nath & Rosenthal LLP	Robert E. Richards	8000 Sears Tower	233 South Wacker Drive	Chicago	IL	60606		312-876-8000	312-876-7934	<a href="mailto:richards@sonnenschein.com">richards@sonnenschein.com</a>	Counsel to Molex, Inc. and INA USA, Inc.
Sony Electronics Inc.	Lloyd B. Sarakin - Chief Counsel, Finance and Credit	1 Sony Drive	MD #1 E-4	Park Ridge	NJ	07656		201-930-7483		<a href="mailto:lloyd.sarakin@am.sony.com">lloyd.sarakin@am.sony.com</a>	Counsel to Sony Electronics, Inc.
Sotiroff & Abramczyk, P.C.	Robert M. Goldi	30400 Telegraph Road	Suite 444	Bingham Farms	MI	48025		248-642-6000	248-642-9001	<a href="mailto:rgoldi@sotablaw.com">rgoldi@sotablaw.com</a>	Counsel to Michigan Heritage Bank; MHB Leasing, Inc.
Squire, Sanders & Dempsey L.L.P.	Eric Marcks	One Maritime Plaza	Suite 300	San Francisco	CA	94111-3492			415-393-9887	<a href="mailto:emarcks@ssd.com">emarcks@ssd.com</a>	Counsel to Furukawa Electric Co., Ltd. And Furukawa Electric North America, APD Inc.
Squire, Sanders & Dempsey L.L.P.	Penn Ayers Butler	600 Hansen Way		Palo Alto	CA	94304		650-856-6500	650-843-8777	<a href="mailto:pabutler@ssd.com">pabutler@ssd.com</a>	Counsel to Furukawa Electric Co., Ltd. And Furukawa Electric North America, APD Inc.
State of California Office of the Attorney General	Sarah E. Morrison	Deputy Attorney General	300 South Spring Street Ste 1702	Los Angeles	CA	90013		213-897-2640	213-897-2802	<a href="mailto:sarah.morrison@doj.ca.gov">sarah.morrison@doj.ca.gov</a>	Attorneys for the State of California Department of Toxic Substances Control

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
State of Michigan Department of Labor & Economic Growth, Unemployment Insurance Agency	Roland Hwang Assistant Attorney General	3030 W. Grand Boulevard	Suite 9-600	Detroit	MI	48202		313-456-2210	313-456-2201	<a href="mailto:hwangr@michigan.gov">hwangr@michigan.gov</a>	Assistant Attorney General for State of Michigan, Unemployment Tax Office of the Department of Labor & Economic Growth, Unemployment Insurance Agency
Steel Technologies, Inc.	John M. Baumann	15415 Shelbyville Road		Louisville	KY	40245		502-245-0322	502-245-0542	<a href="mailto:jmbaumann@steeltechnologies.com">jmbaumann@steeltechnologies.com</a>	Counsel to Steel Technologies, Inc.
Stein, Rudser, Cohen & Magid LLP	Robert F. Kidd	825 Washington Street	Suite 200	Oakland	CA	94607		510-287-2365	510-987-8333	<a href="mailto:rkidd@srcm-law.com">rkidd@srcm-law.com</a>	Counsel to Excel Global Logistics, Inc.
Steinberg Shapiro & Clark	Mark H. Shapiro	24901 Northwestern Highway	Suite 611	Southfield	MI	48075		248-352-4700	248-352-4488	<a href="mailto:shapiro@steinbergshapiro.com">shapiro@steinbergshapiro.com</a>	Counsel to Bing Metals Group, Inc.; Central Transport International, Inc.; Crown Enterprises, Inc.; Economy Transport, Inc.; Logistics Insight Corp (LINC); Universal Am-Can, Ltd.; Universal Truckload Services, Inc.
Sterns & Weinroth, P.C.	Jeffrey S. Posta	50 West State Street, Suite 1400	PO Box 1298	Trenton	NJ	08607-1298		609-392-2100	609-392-7956	<a href="mailto:jposta@sternslaw.com">jposta@sternslaw.com</a>	Counsel to Doosan Infracore America Corp.
Stevens & Lee, P.C.	Chester B. Salomon, Esq. Constantine D. Pourakis, Esq.	485 Madison Avenue	20th Floor	New York	NY	10022		212-319-8500	212-319-8505	<a href="mailto:cs@stevenslee.com">cs@stevenslee.com</a> <a href="mailto:cp@stevenslee.com">cp@stevenslee.com</a>	Counsel to Tonoli Canada Ltd.; VJ Technologies, Inc. and V.J. Electronix, Inc.
Stinson Morrison Hecker LLP	Mark A. Shaiken	1201 Walnut Street		Kansas City	MO	64106		816-842-8600	816-691-3495	<a href="mailto:mshaiken@stinsonmheck.com">mshaiken@stinsonmheck.com</a>	Counsel to Thyssenkrupp Waupaca, Inc. and Thyssenkrupp Stahl Company
Stites & Harbison PLLC	Robert C. Goodrich, Jr.	424 Church Street	Suite 1800	Nashville	TN	37219		615-244-5200	615-782-2371	<a href="mailto:madison.cashman@stites.com">madison.cashman@stites.com</a>	Counsel to Setech, Inc.
Stites & Harbison PLLC	Madison L. Cashman	424 Church Street	Suite 1800	Nashville	TN	37219		615-244-5200	615-782-2371	<a href="mailto:robert.goodrich@stites.com">robert.goodrich@stites.com</a>	Counsel to Setech, Inc.
Stites & Harbison, PLLC	W. Robinson Beard, Esq.	400 West Market Street		Louisville	KY	40202		502-681-0448	502-779-8274	<a href="mailto:wbeard@stites.com">wbeard@stites.com</a>	Counsel to WAKO Electronics (USA), Inc. and Ambrake Corporation
Stroock & Stroock & Lavan, LLP	Kristopher M. Hansen	180 Maiden Lane		New York	NY	10038		212-806-5400	212-806-6006	<a href="mailto:khansen@stroock.com">khansen@stroock.com</a>	Counsel to 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. and Etkin Real Properties
Swidler Berlin LLP	Robert N. Steinwurtzel	The Washington Harbour	3000 K Street, N.W. Suite 300	Washington	DC	20007		202-424-7500	202-424-7645	<a href="mailto:rsteinwurtzel@swidlaw.com">rsteinwurtzel@swidlaw.com</a>	Attorneys for Sanders Lead Co., Inc.
Taft, Stettinius & Hollister LLP	Richard L. Ferrell	425 Walnut Street	Suite 1800	Cincinnati	OH	45202-3957		513-381-2838		<a href="mailto:ferrell@taftlaw.com">ferrell@taftlaw.com</a>	Counsel to Wren Industries, Inc.
Taft, Stettinius & Hollister LLP	W Timothy Miller Esq	425 Walnut Street	Suite 1800	Cincinnati	OH	45202		513-381-2838	513-381-0205	<a href="mailto:miller@taftlaw.com">miller@taftlaw.com</a>	Counsel to Select Industries Corporation and Gobar Systems, Inc.
Tennessee Department of Revenue	Marvin E. Clements, Jr.	c/o TN Attorney General's Office, Bankruptcy Division	PO Box 20207	Nashville	TN	37202-0207		615-532-2504	615-741-3334	<a href="mailto:marvin.clements@state.tn.us">marvin.clements@state.tn.us</a>	Tennessee Department of Revenue
Terra Law LLP	David B. Draper	60 S. Market Street	Suite 200	San Jose	CA	95113		408-299-1200	408-998-4895	<a href="mailto:ddraper@terra-law.com">ddraper@terra-law.com</a>	Counsel to Maxim Integrated Products, Inc.
Thacher Proffitt & Wood LLP	Jonathan D. Forstot	Two World Financial Center		New York	NY	10281		212-912-7679	212-912-7751	<a href="mailto:jforstot@tpw.com">jforstot@tpw.com</a>	Counsel to TT Electronics, Plc
Thacher Proffitt & Wood LLP	Louis A. Curcio	Two World Financial Center		New York	NY	10281		212-912-7607	212-912-7751	<a href="mailto:lcurcio@tpw.com">lcurcio@tpw.com</a>	Counsel to TT Electronics, Plc
The Furukawa Electric Co., Ltd.	Mr. Tetsuhiro Niizeki	6-1 Marunouchi	2-Chrome, Chiyoda-ku	Tokyo	Japan	100-8322			81-3-3286-3919	<a href="mailto:niizeki.tetsuhiro@fukukawa.co.jp">niizeki.tetsuhiro@fukukawa.co.jp</a>	Legal Department of The Furukawa Electric Co., Ltd.
The Timpken Corporation BIC - 08	Robert Morris	1835 Dueber Ave. SW	PO Box 6927	Canton	OH	44706-0927		330-438-3000	1-330-471-4388	<a href="mailto:robert.morris@timken.com">robert.morris@timken.com</a>	Representative for Timken Corporation
Thelen Reid Brown Raysman & Steiner LLP	David A. Lowenthal	875 Third Avenue		New York	NY	10022		212-603-2000	212-603-2001	<a href="mailto:dlowenthal@thelenreid.com">dlowenthal@thelenreid.com</a>	Counsel to American Finance Group, Inc. d/b/a Guaranty Capital Corporation and Oki Semiconductor Company
Thompson & Knight	Rhett G. Campbell	333 Clay Street	Suite 3300	Houston	TX	77002		713-654-1871	713-654-1871	<a href="mailto:rhett.campbell@tklaw.com">rhett.campbell@tklaw.com</a>	Counsel to STMicroelectronics, Inc.
Thompson & Knight LLP	Ira L. Herman	919 Third Avenue	39th Floor	New York	NY	10022-3915		212-751-3045	214-999-9139	<a href="mailto:ira.herman@tklaw.com">ira.herman@tklaw.com</a>	Counsel to Victory Packaging
Thompson & Knight LLP	John S. Brannon	1700 Pacific Avenue	Suite 3300	Dallas	TX	75201-4693		214-969-1505	214-969-1609	<a href="mailto:john.brannon@tklaw.com">john.brannon@tklaw.com</a>	Counsel to Victory Packaging
Thurman & Phillips, P.C.	Ed Phillips, Jr.	8000 IH 10 West	Suite 1000	San Antonio	TX	78230		210-341-2020	210-344-6460	<a href="mailto:ephillips@thurman-phillips.com">ephillips@thurman-phillips.com</a>	Counsel to Royberg, Inc. d/b/a Precision Mold & Tool and d/b/a Precision Mold and Tool Group

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL	PARTY / FUNCTION
Todd & Levi, LLP	Jill Levi, Esq.	444 Madison Avenue	Suite 1202	New York	NY	10022		212-308-7400		<a href="mailto:jlevi@todtlevi.com">jlevi@todtlevi.com</a>	Counsel to Bank of Lincolnwood
Togut, Segal & Segal LLP	Albert Togut, Esq.	One Penn Plaza	Suite 3335	New York	NY	10119		212-594-5000	212-967-4258	<a href="mailto:altogut@teamtogut.com">altogut@teamtogut.com</a>	Conflicts counsel to Debtors
Tyler, Cooper & Alcorn, LLP	W. Joe Wilson	City Place	35th Floor	Hartford	CT	06103-3488		860-725-6200	860-278-3802	<a href="mailto:twilson@tylercooper.com">twilson@tylercooper.com</a>	Counsel to Barnes Group, Inc.
Underberg & Kessler, LLP	Helen Zamboni	300 Bausch & Lomb Place		Rochester	NY	14604		585-258-2800	585-258-2821	<a href="mailto:hazamboni@underbergkessler.com">hazamboni@underbergkessler.com</a>	Counsel to McAlpin Industries, Inc.
Union Pacific Railroad Company	Mary Ann Kilgore	1400 Douglas Street	MC 1580	Omaha	NE	68179		402-544-4195	402-501-0127	<a href="mailto:mkilgore@UP.com">mkilgore@UP.com</a>	Counsel to Union Pacific Railroad Company
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO	David Jury, Esq.	Five Gateway Center	Suite 807	Pittsburgh	PA	15222		412-562-2549	412-562-2429	<a href="mailto:djury@steelworkers-usw.org">djury@steelworkers-usw.org</a>	Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers, International Union (USW), AFL-CIO
Varnum, Riddering, Schmidt & Howlett LLP	Michael S. McElwee	Bridgewater Place	P.O. Box 353	Grand Rapids	MI	49501-0352		616-336-6827	616-336-7000	<a href="mailto:msmcElwee@varnumlaw.com">msmcElwee@varnumlaw.com</a>	Counsel to Furukawa Electric North America APD
Vorys, Sater, Seymour and Pease LLP	Robert J. Sidman, Esq.	52 East Gay Street	P.O. Box 1008	Columbus	OH	43216-1008		614-464-6422	614-719-8676	<a href="mailto:rsidman@vsssp.com">rsidman@vsssp.com</a>	
Vorys, Sater, Seymour and Pease LLP	Tiffany Strelow Cobb	52 East Gay Street		Columbus	OH	43215		614-464-8322	614-719-4663	<a href="mailto:ts Cobb@vsssp.com">ts Cobb@vsssp.com</a>	Counsel to America Online, Inc. and its Subsidiaries and Affiliates
Wachtell, Lipton, Rosen & Katz	Emil A. Kleinhaus	51 West 52nd Street		New York	NY	10019-6150		212-403-1000	212-403-2000	<a href="mailto:EKleinhaus@wlrk.com">EKleinhaus@wlrk.com</a>	Counsel to Capital Research and Management Company
Wachtell, Lipton, Rosen & Katz	Richard G. Mason	51 West 52nd Street		New York	NY	10019-6150		212-403-1000	212-403-2000	<a href="mailto:RGMason@wlrk.com">RGMason@wlrk.com</a>	Counsel to Capital Research and Management Company
Waller Lansden Dortch & Davis, PLLC	David E. Lemke, Esq.	511 Union Street	Suite 2700	Nashville	TN	37219		615-244-6380	615-244-6804	<a href="mailto:david.lemke@wallerlaw.com">david.lemke@wallerlaw.com</a>	Counsel to Nissan North America, Inc.
Waller Lansden Dortch & Davis, PLLC	Robert J. Welhoelter, Esq.	511 Union Street	Suite 2700	Nashville	TN	37219		615-244-6380	615-244-6804	<a href="mailto:robert.welhoelter@wallerlaw.com">robert.welhoelter@wallerlaw.com</a>	Counsel to Nissan North America, Inc.
Warner Norcross & Judd LLP	Stephen B. Grow	900 Fifth Third Center	111 Lyon Street, N.W.	Grand Rapids	MI	49503		616-752-2158		<a href="mailto:growsb@wnj.com">growsb@wnj.com</a>	Counsel to Behr Industries Corp.
Warner Norcross & Judd LLP	Gordon J. Toering	900 Fifth Third Center	111 Lyon Street, N.W.	Grand Rapids	MI	49503		616-752-2185	616-222-2185	<a href="mailto:gtoering@wnj.com">gtoering@wnj.com</a>	Counsel to Robert Bosch Corporation
Warner Norcross & Judd LLP	Michael G. Cruse	2000 Town Center	Suite 2700	Southfield	MI	48075		248-784-5131	248-603-9631	<a href="mailto:mcruse@wnj.com">mcruse@wnj.com</a>	Counsel to Compuware Corporation
Weiland, Golden, Smiley, Wang Ekvall & Strok, LLP	Lei Lei Wang Ekval	650 Town Center Drive	Suite 950	Costa Mesa	CA	92626		714-966-1000	714-966-1002	<a href="mailto:lekval@wgllp.com">lekval@wgllp.com</a>	Counsel to Toshiba America Electronic Components, Inc.
Weinstein, Eisen & Weiss LLP	Aram Ordubegian	1925 Century Park East	#1150	Los Angeles	CA	90067		310-203-9393	310-203-8110	<a href="mailto:aordubegian@weineisen.com">aordubegian@weineisen.com</a>	Counsel to Orbotech, Inc.
Weltman, Weinberg & Reis Co., L.P.A.	Geoffrey J. Peters	175 South Third Street	Suite 900	Columbus	OH	43215		614-857-4326	614-222-2193	<a href="mailto:gpeters@weltman.com">gpeters@weltman.com</a>	Counsel to Seven Seventeen Credit Union
White & Case LLP	Glenn Kurtz Gerard Uzzi Douglas Baumstein	1155 Avenue of the Americas		New York	NY	10036-2787		212-819-8200		<a href="mailto:skurtz@ny.whitecase.com">skurtz@ny.whitecase.com</a> <a href="mailto:guzzi@whitecase.com">guzzi@whitecase.com</a> <a href="mailto:dbaumstein@ny.whitecase.com">dbaumstein@ny.whitecase.com</a>	Counsel to Appaloosa Management, LP
White & Case LLP	Thomas Lauria Frank Eaton	Wachovia Financial Center	200 South Biscayne Blvd., Suite 4900	Miami	FL	33131		305-371-2700	305-358-5744	<a href="mailto:tlauria@whitecase.com">tlauria@whitecase.com</a> <a href="mailto:featon@miami.whitecase.com">featon@miami.whitecase.com</a>	Counsel to Appaloosa Management, LP
Whyte, Hirschboeck Dudek S.C.	Bruce G. Arnold	555 East Wells Street	Suite 1900	Milwaukee	WI	53202-4894		414-273-2100	414-223-5000	<a href="mailto:barold@whdlaw.com">barold@whdlaw.com</a>	Counsel to Schunk Graphite Technology
Winstead Sechrest & Minick P.C.	Berry D. Spears	401 Congress Avenue	Suite 2100	Austin	TX	78701		512-370-2800	512-370-2850	<a href="mailto:bspears@winstead.com">bspears@winstead.com</a>	Counsel to National Instruments Corporation
Winstead Sechrest & Minick P.C.	R. Michael Farquhar	5400 Renaissance Tower	1201 Elm Street	Dallas	TX	75270		214-745-5400	214-745-5390	<a href="mailto:mfarquhar@winstead.com">mfarquhar@winstead.com</a>	Counsel to National Instruments Corporation
Winthrop Couchot Professional Corporation	Marc. J. Winthrop	660 Newport Center Drive	4th Floor	Newport Beach	CA	92660		949-720-4100	949-720-4111	<a href="mailto:mwinthrop@winthropcouchot.com">mwinthrop@winthropcouchot.com</a>	Counsel to Metal Surfaces, Inc.
Winthrop Couchot Professional Corporation	Sean A. O'Keefe	660 Newport Center Drive	4th Floor	Newport Beach	CA	92660		949-720-4100	949-720-4111	<a href="mailto:sokeefe@winthropcouchot.com">sokeefe@winthropcouchot.com</a>	Counsel to Metal Surfaces, Inc.
Womble Carlyle Sandridge & Rice, PLLC	Lillian H. Pinto	300 North Greene Street	Suite 1900	Greensboro	NC	27402		336-574-8058	336-574-4528	<a href="mailto:lpinto@wcsr.com">lpinto@wcsr.com</a>	Counsel to Armacell
Zeichner Ellman & Krause LLP	Peter Janovsky	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0396	<a href="mailto:pjanovsky@zeklaw.com">pjanovsky@zeklaw.com</a>	Counsel to Toyota Tsusho America, Inc. and Karl Kufner, KG aka Karl Kuefner, KG
Zeichner Ellman & Krause LLP	Stuart Krause	575 Lexington Avenue		New York	NY	10022		212-223-0400	212-753-0396	<a href="mailto:skrause@zeklaw.com">skrause@zeklaw.com</a>	Counsel to Toyota Tsusho America, Inc.

# **EXHIBIT C**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	PARTY / FUNCTION
Akebono Corporation (North America)	Alan Swiech	34385 Twelve Mile Road		Farmington Hills	MI	48331	248-489-7406	Vice President of Administration for Akebono Corporation
APS Clearing, Inc.	Andy Leinhoff	1301 S. Capital of Texas Highway	Suite B-220	Austin	TX	78746	512-314-4416	Counsel to APS Clearing, Inc.
APS Clearing, Inc.	Matthew Hamilton	1301 S. Capital of Texas Highway	Suite B-220	Austin	TX	78746	512-314-4416	Counsel to APS Clearing, Inc.
Cage Williams & Abelman, P.C.	Steven E. Abelman	1433 Seventeenth Street		Denver	CO	80202	303-295-0202	Counsel to United Power, Inc.
Curtis, Mallet-Prevost, Colt & Mosle LLP	David S. Karp	101 Park Avenue		New York	NY	10178-0061	212-696-6065	Counsel to Flextronics International, Inc., Flextronics International USA, Inc.; Multek Flexible Circuits, Inc.; Sheldahl de Mexico S.A.de C.V.; Northfield Acquisition Co.
Dykema Gossett PLLC	Gregory J. Jordan	10 Wacker	Suite 2300	Chicago	IL	60606	312-627-2171	Counsel to Tremont City Barrel Fill PRP Group
Genovese Joblove & Battista, P.A.	Craig P. Rieders, Esq.	100 S.E. 2nd Street	Suite 4400	Miami	FL	33131	305-349-2300	Counsel to Ryder Integrated Logistics, Inc.
Grant & Eisenhofer P.A.	Geoffrey C. Jarvis	1201 North Market Street	Suite 2100	Wilmington	DE	19801	302-622-7000	Counsel to Teachers Retirement System of Oklahoma; Public Employees's Retirement System of Mississippi; Raifeisen Kapitalanlage-Gesellschaft m.b.H and Stichting Pensioenfornds ABP
Jason, Inc.	Beth Klimczak, General Counsel	411 E. Wisconsin Ave	Suite 2120	Milwaukee	WI	53202		General Counsel to Jason Incorporated
Johnston, Harris Gerde & Komarek, P.A.	Jerry W. Gerde, Esq.	239 E. 4th St.		Panama City	FL	32401	850-763-8421	Counsel to Peggy C. Brannon, Bay County Tax Collector
Kirkland & Ellis LLP	Geoffrey A. Richards	200 East Randolph Drive		Chicago	IL	60601	312-861-2000	Counsel to Lunt Manufacturing Company
Lord, Bissel & Brook LLP	Rocco N. Covino	885 Third Avenue	26th Floor	New York	NY	10022-4802	212-812-8340	Counsel to Sedgwick Claims Management Services, Inc. and Methode Electronics, Inc.
Miami-Dade County Tax Collector	Metro-Dade Paralegal Unit	140 West Flagler Street	Suite 1403	Miami	FL	33130	305-375-5314	Paralegal Collection Specialist for Miami-Dade County
North Point	Michelle M. Harner	901 Lakeside Avenue		Cleveland	OH	44114	216-586-3939	Counsel to WL. Ross & Co., LLC
O'Rourke Katten & Moody	Michael C. Moody	161 N. Clark Street	Suite 2230	Chicago	IL	60601	312-849-2020	Counsel to Ameritech Credit Corporation d/b/a SBC Capital Services
Paul, Weiss, Rifkind, Wharton & Garrison	Curtis J. Weidler	1285 Avenue of the Americas		New York	NY	10019-6064	212-373-3157	Counsel to Ambrake Corporation; Akebono Corporation
Professional Technologies Services	John V. Gorman	P.O. Box #304		Frankenmuth	MI	48734	989-385-3230	Corporate Secretary for Professional Technologies Services
Republic Engineered Products, Inc.	Joseph Lapinsky	3770 Embassy Parkway		Akron	OH	44333	330-670-3004	Counsel to Republic Engineered Products, Inc.
Ropers, Majeski, Kohn & Bentley	Christopher Norgaard	515 South Flower Street	Suite 1100	Los Angeles	CA	90071	213-312-2000	Counsel to Brembo S.p.A; Bibielle S.p.A.; AP Racing

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	PARTY / FUNCTION
Schiff Hardin LLP	William I. Kohn	6600 Sears Tower		Chicago	IL	60066	312-258-5500	Counsel to Means Industries
								Counsel to 975 Opdyke LP; 1401 Troy Associates Limited Partnership; 1401 Troy Associates Limited Partnership c/o Etkin Equities, Inc.; 1401 Troy Associates LP; Brighton Limited Partnership; DPS Information Services, Inc.; Etkin Management Services, Inc. a
Stroock & Stroock & Lavan, LLP	Joseph G. Minias	180 Maiden Lane		New York	NY	10038	212-806-5400	
Traub, Bonaquist & Fox LLP	Maura I. Russell Wendy G. Marcari	655 Third Avenue	21st Floor	New York	NY	10017	212-476-4770	Counsel to SPCP Group LLC
								Counsel to Electronic Data Systems Corp. and EDS Information Services, L.L.C.
Warner Stevens, L.L.P.	Michael D. Warner	301 Commerce Street	Suite 1700	Fort Worth	TX	76102	817-810-5250	
WL Ross & Co., LLC	Oscar Iglesias	600 Lexington Avenue	19th Floor	New York	NY	10022	212-826-1100	Counsel to WL. Ross & Co., LLC

## **EXHIBIT D**

Hearing Date and Time: January 5, 2007 at 10:00 a.m.  
Objection Deadline: January 2, 2007 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
George N. Panagakos (GP 0770)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	-	x	
	:		
In re	:	Chapter 11	
	:		
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)	
	:		
	:	(Jointly Administered)	
Debtors.	:		
-----	-	x	

EXPEDITED MOTION FOR ORDER AUTHORIZING AND APPROVING  
THE EQUITY PURCHASE AND COMMITMENT AGREEMENT PURSUANT TO  
SECTIONS 105(a), 363(b), 503(b) AND 507(a) OF THE BANKRUPTCY CODE  
AND THE PLAN FRAMEWORK SUPPORT AGREEMENT PURSUANT  
TO SECTIONS 105(a), 363(b), AND 1125(e) OF THE BANKRUPTCY CODE

("PLAN INVESTMENT AND FRAMEWORK SUPPORT APPROVAL MOTION")

Delphi Corporation ("Delphi" or the "Company") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (the "Debtors"), submit this expedited motion (the "Motion") for an order authorizing and approving the Debtors' entry into the Equity Purchase and Commitment Agreement (as defined below) and certain related agreements pursuant to sections 105(a), 363(b), 503(b), and 507(a) of the Bankruptcy Code and the Plan Framework Support Agreement (as defined below) pursuant to sections 105(a), 363(b), and 1125(e) of the Bankruptcy Code, as described herein, and respectfully represent as follows:

#### Background

##### A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code").

The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. No trustee or examiner has been appointed in the Debtors' cases. On October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee"). On April 28, 2006, the U.S. Trustee appointed an official committee of equity holders (the "Equity Committee").

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are sections 105(a), 363(b), 503(b), 507(a), and 1125(e) of the Bankruptcy Code and rule 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") as of December 31, 2005 had global 2005 net sales of approximately \$26.9 billion and global assets of approximately \$17.0 billion.<sup>1</sup> At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of General Motors Corporation ("GM"). Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-

---

<sup>1</sup> The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.<sup>2</sup> Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.4 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions

---

<sup>2</sup> Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

E. Overview Of The Framework Discussions

12. As further described below, the multi-lateral and multi-dimensional scope of the actions that must be taken to address Delphi's restructuring requirements is exceedingly complex. Not only is each step, in and of itself, a substantial undertaking, but actions taken to address one area often have ripple effects on the others. For example, as this Court has already observed during the various labor related contested hearings brought before it, the issues associated with modifying collective bargaining agreements go well beyond wage rates and

involve dealing with, among other things, a multitude of site footprint, employee benefits, local work rules, and operational restrictions, each of which can individually impair the Company's ongoing viability. Similarly, the GM negotiations encompass far more than simply dealing with identifiable uncompetitive contracts currently in existence. As a practical matter, GM will remain Delphi's largest customer following successful implementation of Delphi's transformation plan. Therefore, a restructuring of Delphi will of necessity require the parties to address long term planning matters and provide assurance of future business relations. The ongoing business arrangements between Delphi and GM, however, must be dealt with against the backdrop of a host of litigable claims that each company may have against the other for conduct since the time of the spin-off. Moreover, compounding the difficulty in dealing with the various labor and GM issues is the fact that many of these issues are integrally interrelated with gains in one area often resulting in costs in the other.

13. Throughout these chapter 11 cases, the Debtors have endeavored to reach a consensual resolution regarding their various restructuring initiatives and, with that goal in mind, have sought input from their statutory committees, their unions, GM and other key stakeholders. This has not been an easy task, and progress made to date can best be characterized as being achieved in increments, with every two steps forward often involving one step backward. Nevertheless, through the framework discussions outlined below, the Debtors were able to initiate multi-lateral negotiations with their statutory committees, GM, and potential plan investors that have significantly enhanced the prospect for a consensual restructuring. At the same time, the Debtors effectuated an unprecedented hiatus in the middle of Section 1113 and 1114 contested hearings (and deferred commencement of Section 365 contract rejection hearings involving GM) in favor of pursuing discussions with the Debtors' labor unions and GM

on parallel paths with the framework discussions. While the framework discussions have not necessarily resolved all parties' concerns, they have produced a solid foundation for the Debtors' potential emergence from these cases and a platform for continued cooperation to deal with yet unresolved matters.

14. The products of the framework discussions are the two agreements presented by this Motion, the Equity Purchase and Commitment Agreement between Delphi and certain Investors (the "EPCA"<sup>3</sup>), and the Plan Framework Support Agreement, (the "PSA" and, together with the Investment Agreements, the "Framework Agreements") between Delphi, the Commitment Parties, Merrill, UBS, and General Motors Corporation.<sup>4</sup> While the plan framework is based on extensive discussions and negotiations among Delphi, GM, the Plan Investors and Delphi's statutory committees conducted since August of this year, not every one of the proposed terms and conditions of the PSA are necessarily acceptable to Delphi's stakeholders, including the Company's statutory committees, each of which may determine to oppose one or more elements of the PSA.<sup>5</sup> The PSA as well as the economics and structure of

---

<sup>3</sup> As referenced in the EPCA and used herein, "Investors" means A-D Acquisition Holdings, LLC (an affiliate of Appaloosa Management L.P. ("Appaloosa")), Harbinger Del-Auto Investment Co. Ltd. (an affiliate of Harbinger Capital Partners Master Fund I, Ltd. ("Harbinger")), Dolce Investments LLC (an affiliate of Cerberus Capital Management, L.P. ("Cerberus")), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill"), and UBS Securities LLC ("UBS"). In connection with the EPCA, Appaloosa, Harbinger, and Cerberus (collectively, the "Commitment Parties"), are also executing certain equity commitment letters (the "Commitment Letters" along with the Investment Proposal Letter (the "Proposal Letter") and the EPCA, collectively, the "Investment Agreements")) in support of the obligations of their respective affiliate Investors under the EPCA. The Investors and the Commitment Parties are collectively referred to herein as the "Plan Investors"; when the term "Plan Investors" is used in connection with a specific agreement, the term shall include only those Plan Investors as defined in such agreement.

<sup>4</sup> Attached as Exhibit A is the execution form of the Proposal Letter dated December 18, 2006 and its attachments, including the EPCA, the PSA, the Preferred Stock Term Sheet and Commitment Letters from the three Commitment Parties that are using special purpose transaction entities as signatories to the EPCA and related agreements.

<sup>5</sup> That is not to say, however, that the Debtors did not consider the view points of the statutory committees. In November 2006, the Debtors received a joint mark-up of certain "discussion points" that formed the basis of the Framework Agreements from the Creditors' Committee and the Equity Committee. The Debtors also received

the plan framework itself are expressly conditioned on reaching consensual agreements with Delphi's U.S. labor unions and GM. Both Delphi and the Plan Investors are permitted to terminate the EPCA (which terminates the PSA) if consensual agreements are not reached with labor and GM by January 31, 2007.

15. The PSA outlines certain plan terms, including the distributions to be made to creditors and shareholders, the treatment of GM's claim, the resolution of certain pension funding issues, and the corporate governance of the reorganized Debtors. The new equity funding provided by the EPCA is critical in achieving the recoveries contemplated by the PSA as it secures the most difficult element of the reorganized Delphi's capital structure.

F. Events Leading To Framework Discussions

1. Labor Transformation

16. Despite early efforts by the Debtors to negotiate comprehensive agreements with their unions and GM prior to commencing their chapter 11 cases and again during the first six months of these cases, on March 31, 2006, Delphi moved under sections 1113 and 1114 of the Bankruptcy Code for authority to reject its U.S. labor agreements and to modify retiree benefits.<sup>6</sup> The 1113/1114 Motion aimed to address the Debtors' labor costs, the Debtors'

---

comments on the EPCA from the Equity Committee. The Debtors carefully evaluated the comments and requests of the statutory committees and have adopted a number of the comments in the final versions of the Framework Agreements. By way of example, at the request of one or both statutory committees, the Framework Agreements include (i) a "proportionality" concept whereby, regardless of the amount of unsecured claims ultimately allowed in these cases, the proportion of the Debtors' distribution of equity and cash to holders of unsecured claims remains the same; (ii) the rights distributed to equity security holders will be transferable and severable from the common stock; and (iii) in the event of a subsequent merger of the reorganized company, the consideration to be received by the Plan Investors holding the convertible preferred stock would be subject to certain limitations.

<sup>6</sup> See Motion For Order Under 11 U.S.C. § 1113(c) Authorizing Rejection Of Collective Bargaining Agreements And Under 11 U.S.C. § 1114(g) Authorizing Modification of Retiree Welfare Benefits (Docket No. 3035) (the "1113/1114 Motion"). Contemporaneously with the filing of the 1113/1114 Motion on March 31, 2006, the Debtors also moved to reject unprofitable supply contracts with GM. See Motion For Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of Certain Executory Contracts With General Motors Corporation (Docket No. 3033) (the "GM Contract Rejection Motion"). Among the reasons for the GM Contract Rejection Motion was the Debtors' belief that GM must cover a greater portion of the costs of

ability to streamline their product portfolio, and the Debtors' legacy retirement liabilities. To address these factors, the Debtors sought three principal modifications to their labor agreements. First, the Debtors sought to reduce their wage and benefit costs to levels competitive with other U.S. auto parts suppliers. Second, the Debtors sought to eliminate provisions in the labor agreements that precluded the Debtors from streamlining their product portfolio and making the necessary adjustments to Delphi's manufacturing footprint. Finally, the Debtors requested a reduction in the legacy liabilities for pension and other retiree benefits that Delphi was required to provide under the labor agreements. During the pendency of the hearings on the 1113/1114 Motion, the Debtors continued to pursue a consensual resolution with all of Delphi's unions and GM.

17. On May 9, 2006, the hearing on the Debtors' 1113/1114 Motion commenced. The initial phase of the hearing on the 1113/1114 Motion spanned nearly a month, with eight days of contested hearings during which the Debtors presented the testimony of 12 witnesses. On June 5, 2006, following the close of the Debtors' direct case, the contested hearing on the 1113/1114 Motion was adjourned, initially for a 60 day hiatus and thereafter from time to time through the balance of 2006 in order to help create an environment for continuing to explore a consensual resolution of these cases. Since the adjournment of the 1113/1114 Motion in June, the Debtors have continued to provide information to, and engage in discussions and negotiations with, the unions and the Debtors' stakeholders in an effort to resolve the labor matters forming the basis of the 1113/1114 Motion. To allow the progress of the framework discussions and other matters, the Bankruptcy Court has held numerous in camera status conferences since the adjournment of the 1113/1114 Motion. The adjournment period has permitted the Debtors and

---

manufacturing products for GM at plants that bear the burden of the Debtors' legacy costs. This initial motion covered approximately half of the Debtors' North American annual purchase volume revenue from GM but only 10% of the Debtors' total contracts with GM.

their professionals to focus their attention on negotiations with key stakeholders to develop the basis for the Framework Agreements and a consensual reorganization plan.

18. In addition, throughout these cases and notwithstanding the 1113/1114 Motion, Delphi has consistently communicated a clear message to both its hourly workforce and GM: Delphi is committed to finding a consensual labor resolution and intends to continue to discuss with its unions and GM ways to become competitive in the Debtors' U.S. operations. To that end, Delphi, GM, and the United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW") obtained this Court's approval of a tripartite agreement providing for a special hourly attrition program for Delphi's UAW-represented employees.<sup>7</sup> On July 7, 2006, this Court entered an order approving a similar special attrition program with the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers-Communications Workers of America, (the "IUE-CWA") and a Supplement to the UAW special attrition program (Docket No. 4461).<sup>8</sup> As of September 26, 2006, approximately 12,400 of Delphi's UAW-represented employees have opted to retire by January 1, 2007 and approximately 1,400 additional UAW-represented Delphi employees elected a buyout. Furthermore, as of August 18, 2006, approximately 6,300 IUE-CWA-represented Delphi employees, representing approximately 83% of the eligible IUE-CWA-represented workforce, opted to participate in the attrition program. Although these special hourly attrition programs will provide nearly two-thirds of Delphi's existing UAW and IUE-CWA-represented long-term hourly employees (as of September 26, 2006 and August 18, 2006, respectively) with "soft landings" through a

---

<sup>7</sup> On May 8, 2006, the Court entered an order approving the agreement relating to the UAW's special hourly attrition program (Docket No. 3648). That order was amended on May 12, 2006 (Docket No. 3754).

<sup>8</sup> Delphi is currently negotiating the terms of similar programs with the United Steelworkers of America and Delphi's other unions which, if agreed upon, would provide those hourly employees with comparable retirement programs and incentives.

combination of retirement programs, attrition programs, and GM flowbacks, the attrition programs do not resolve the issues related to Delphi's uncompetitive labor agreements.

19. Accordingly, notwithstanding the success of the attrition programs, the Debtors still need to address the factors outlined in their 1113/1114 Motion: the Debtors' legacy liabilities (primarily pension and OPEB), manufacturing footprint, and wage and benefit costs (including local work rules). Paradoxically, however, the success of the attrition plans confirmed that the resolution of the remaining labor issues would be inextricably linked to GM, and any comprehensive settlements with the Debtors' unions would be very difficult and perhaps impractical without the involvement of GM. Consequently, the Debtors pursued negotiations with both GM and the unions. Because the discussions between the Debtors, GM, and the unions naturally involved the interrelated issues of the Debtors' transformation plan, the Debtors' negotiations with GM and the unions evolved from discussions regarding the Debtors' labor transformation to discussions related to GM's support for the Debtors' transformation plan. The Debtors believe that the Framework Agreements create an environment in which the Debtors, GM, and the unions will be able to resolve the Debtors' remaining labor issues consensually, while adequately addressing GM's requirements for its participation in the Debtors' transformation plan.

2. Negotiations With General Motors

20. The Debtors believe that the Framework Agreements will allow them to address many of the issues and claims that resulted from, among other things, GM's spin-off of Delphi in 1999. Historically GM has been, and likely will continue to be, Delphi's largest single customer. Since the spin-off in 1999, GM has accounted for the majority of Delphi's North American business. GM, however, is not just a customer of the Debtors but, absent a

comprehensive and consensual transformation and reorganization of the Debtors, GM could be the primary defendant in multi-billion dollar litigation that would be commenced on behalf of the Debtors' estates. The Debtors and their statutory committees believe that the Debtors hold multiple claims and causes of action against GM that must be either consensually resolved with GM or judicially determined by the Bankruptcy Court in connection with any reorganization of the Debtors. Consequently, any potential GM support for the Debtors' transformation plan (and related financial contributions) must be evaluated in light of the potential claims held by the Debtors against GM.

21. On January 20, 2006, the Debtors filed their Schedules of Assets and Liabilities (Docket No. 1854) and their Statement of Financial Affairs (Docket No. 1855) listing certain unliquidated claims that the Debtors held against GM that related to, among other things, the spin-off. Subsequently, after the Debtors provided extensive information to the Creditors' Committee, the Creditors' Committee filed a motion requesting direct discovery from GM so that the Creditors' Committee could evaluate certain claims that the Debtors hold against GM and that GM allegedly holds against the Debtors.<sup>9</sup> The Debtors did not object to this relief, which resulted in the Creditors' Committee and GM entering into a stipulation and agreed order on April 11, 2006, pursuant to which the Creditors' Committee and GM agreed that GM would produce certain documents requested by the Creditors' Committee.

22. On May 11, 2006, the Creditors' Committee sent a letter, and subsequently, a draft complaint, to Delphi's Board of Directors, demanding that the Debtors promptly pursue certain claims and defenses that the Debtors might have against GM. The draft complaint, containing 408 numbered paragraphs and 19 separate causes of action, was based in

---

<sup>9</sup> See Motion For An Order Compelling The Production Of Documents By General Motors Corporation Pursuant To Rule 2004 Of The Federal Rules Of Civil Procedure (Docket No. 2961).

substantial part on documents provided to the Creditors' Committee by the Debtors pursuant to a joint interest agreement previously approved by this Court.<sup>10</sup>

23. On July 28, 2006, after the Debtors informed the Creditors' Committee of the Debtors' conclusion that the immediate prosecution of any complaint for relief against GM of the kind recommended by the Creditors' Committee was not in the best interests of the Debtors or their stakeholders, the Creditors' Committee moved for authority to prosecute the Debtors' claims and defenses against GM and certain former officers of the Debtors on Delphi's behalf (Docket No. 4718) (the "STN Motion"). The Debtors evaluated the merits of the STN Motion and filed a preliminary objection to the STN Motion on August 4, 2006 (Docket No. 4859).

24. Shortly after the formation of the Equity Committee, the Debtors solicited the Equity Committee's views regarding potential estate claims against GM. On July 29, 2006, the Debtors entered into a Joint Interest Agreement with the Equity Committee and, during August 2006, shared confidential information with the Equity Committee concerning claims and defenses against GM. On August 24, 2006, the Equity Committee delivered a letter to the Debtors stating the Equity Committee's view of the Debtors' claims and defenses against GM, and on September 5, 2006, the Equity Committee filed its objection to the STN Motion (Docket No. 5070).

25. Since identifying the Debtors' claims and the potential causes of action against GM, the Debtors have conducted various investigations including an investigation and series of interviews based specifically upon claims that were also asserted by the Debtors'

---

<sup>10</sup> See Order Approving Joint Interest Agreement Between Debtors And Official Committee Of Unsecured Creditors Implementing Protective Order, And Approving Procedures To Protect Information In Fee Statements (Docket No. 3279).

statutory committees. The principal categories of potential claims against GM resulting from the spin-off of Delphi that have been identified to date include legacy liability claims relating to OPEB and pension matters; asset valuation claims; labor agreement-related claims; claims relating to price concessions obtained from Delphi by GM; claims relating to Delphi's indemnification of GM relating to certain labor union benefit guarantees; and warranty related claims. After investigation, the Debtors believe that they hold colorable claims against GM that may result in significant recoveries from GM. At the same time, the Debtors also believe that pursuit of such claims would result in a loss of future business from GM and would require the Debtors to formulate and pursue an alternative business plan to the transformation plan announced on March 31, 2006.

26. The alternative to protracted litigation with GM is a consensual resolution whereby Delphi is able to successfully implement its transformation plan, develop a reorganization plan with potential recoveries for holders of claims and interests that should imaginably result in their support of a consensual transaction in lieu of litigation, attract adequate debt financing and equity infusions to support such a reorganization framework, and negotiate a comprehensive settlement with GM pursuant to which GM provides sufficient financial and other support to make such a plan framework feasible.

27. Towards that end, the Debtors have developed a consensual GM business plan model that should produce \$2.4 billion in EBITDA following successful implementation of Delphi's transformation plan with an opportunity for further growth. The Debtors believe that with such a business plan, the recoveries available to the Debtors' stakeholders would be significantly higher than if the Debtors pursued the litigation of their claims against GM and

therefore that the consensual resolution of the Debtors' claims against GM should significantly outweigh any recovery gained by pursuing litigation against GM.

28. Through the negotiation of the Framework Agreements, the Debtors believe that a platform has been created to effectuate a settlement of the various disputed issues with GM, while simultaneously gaining the support of the Debtors' stakeholders and achieving stakeholder recoveries of a scope that would not otherwise be possible. In order for this approach to actually work, Delphi must obtain modified labor agreements with its U.S. labor unions; such agreements are unlikely unless GM ultimately agrees to such items as triggering of the GM benefit guarantees for Delphi's major U.S. labor unions; assumption by GM of certain postretirement health and life insurance obligations for certain Delphi hourly employees; provision of flowback opportunities at certain GM facilities for certain Delphi employees; GM's payment of certain retirement incentives and buyout costs under current or certain future attrition programs for Delphi employees; GM's payment of mutually negotiated buy-downs; GM's payment of certain labor costs for Delphi employees; a revenue plan governing certain other aspects of the commercial relationship between Delphi and GM; and GM's support of the wind-down of certain Delphi facilities and the sales of certain Delphi business lines and sites.

3. The Framework Discussions

29. The Framework discussions commenced in the summer of 2006 provided a vehicle for the Debtors to explore with their statutory committees, GM and potential plan investors whether any viable path existed towards a comprehensive consensual transaction. After the adjournment of the 1113/1114 Motion and the GM Contract Rejection Motion, the Debtors began to map out several possible alternative means to resolve these chapter 11 cases. The Debtors conceptualized potential outcomes ranging from litigating the 1113/1114 Motion

and the GM Contract Rejection Motion to adjourning the motions and attempting to reach a comprehensive deal with GM and the unions. The Debtors also explored with their statutory committees, an ad hoc committee, and GM multiple alternative paths for achieving the ultimate goals of the Debtors' reorganization. The paths discussed with these stakeholders focused on near-term resolution of labor and GM issues and on the resolution of the Debtors' transformation issues without a near-term resolution of labor and GM issues. The near-term resolution approaches discussed among the parties included bifurcated labor and GM transactions, labor-only settlements, and comprehensive labor and GM transactions. The Debtors, after receiving clear and unequivocal input from GM that it would not explore a consensual path that did not include the determination of GM's net exposure to Delphi and similar input from the statutory committees that they would not consider settling with GM on a consensual path that did not include the determination of anticipated recoveries for creditors and equity interests, decided to seek a comprehensive resolution of the Debtors' transformation plan issues, including eventual resolution of GM and labor, through the commencement of "framework" discussions.

30. These framework discussions began in earnest on August 1, 2006 with "leveling-up" meetings between the Debtors and their statutory committees. Promptly thereafter, the Debtors, GM, and the Creditors' Committee began exchanging proposals that addressed issues such as possible capital structures for the reorganized Debtors, disposition of the Debtors' legacy obligations, and various aspects of the Debtors' relationship with GM. On August 3, 2006, the Debtors, GM, the Creditors' Committee, and a number of their professional advisors held the first of a series of extended meetings and negotiating sessions in New York. (From time to time, these meetings also included representatives of the Equity Committee, an ad

hoc equity committee and potential plan investors.) The framework meetings have resulted in intensive discussions and the exchange of various draft agreements and term sheets which, taken together, have advanced negotiations considerably.

31. Very early in the framework discussions, several of the parties were able to agree upon the potential range of creditor recoveries. By September, certain of the parties were able to agree upon the potential range of recoveries available to shareholders. For these potential recoveries to be realized, however, the framework discussions still needed to address the labor issues, the GM issues, and the business plan for the Debtors that would support these desired recoveries. The Debtors, as well as the other participants in the framework discussions, realized that an outside plan investor would be necessary to achieve the expected results.

4. Identification Of Potential Plan Investors

32. By late September 2006, other stakeholders had joined the discussions. As this Court is aware, Appaloosa has been a very active participant in these chapter 11 cases and has a substantial interest in the outcome of the Debtors' transformation. Because of Appaloosa's status as a significant holder of the Debtors' claims and equity securities, the Debtors and their advisors met several times with representatives from an investor group led by Appaloosa and Harbinger, both separately and together with GM and the statutory committees.

33. At the same time that the Debtors began meeting with Appaloosa and Harbinger, the Debtors with the assistance of their financial advisor and investment banker, Rothschild Inc. ("Rothschild") continued to explore alternative investment proposals from certain other investors with industry experience. The Debtors worked with these various investor groups to create a limited and focused competitive bidding process. The Debtors also enabled the investor groups to engage in limited due diligence and to explore the opportunities associated

with a transformed Delphi. These framework discussions involved many ideas for a transformed Delphi, all of which the Debtors evaluated carefully. These discussions were intended to provide a basis for developing the framework for an eventual reorganization plan. The discussions addressed various matters, including allocation of legacy liabilities; wind down or divestiture of non-core North American facilities; GM contribution and recovery; potential plan treatment for various stakeholders; the anticipated scope of, and potential limitations on, general unsecured claims; future capital structure; and corporate governance upon emergence. This process led to the selection of Appaloosa, Harbinger, and Cerberus (together with Merrill and UBS) as potential plan investors and to the Debtors' decision to pursue earnest negotiation of definitive documents with the Plan Investors to determine if there was a viable transaction that could be accomplished.

G. The Framework Agreements

34. These framework discussions led the Debtors to negotiate two separate but interrelated agreements: the Equity Purchase and Commitment Agreement and the Plan Framework Support Agreement.<sup>11</sup> The public announcement of both of these agreements on December 18, 2006 represents a major milestone in Delphi's reorganization.<sup>12</sup> Since well before the beginning of these chapter 11 cases, the Debtors have emphasized their commitment to pursuing a consensual resolution of the principal issues in their restructuring. The Framework Agreements demonstrate real progress toward that objective. The Plan Investors' conditional commitment to invest up to \$3.4 billion in the reorganized company, together with their support

---

<sup>11</sup> The discussion of the Framework Agreements contained herein is a summary only. The Framework Agreements are complex and lengthy agreements, and many provisions of the agreements are not highlighted in this summary. In the event of any inconsistency between this summary and the Framework Agreements, the terms of the Framework Agreements control.

<sup>12</sup> Delphi's press release issued on December 18, 2006 is attached hereto as Exhibit B.

of the Debtors' transformation plan and reorganization plan framework, should provide additional confidence to the Debtors' customers, suppliers, employees and financial stakeholders. While there is much that remains to be accomplished in the Debtors' reorganization, the Debtors and their stakeholders are together navigating a course that should lead to consensual resolution with the Debtors' U.S. labor unions and GM while providing an acceptable financial recovery framework for stakeholders

1. Equity Purchase And Commitment Agreement

35. The EPCA sets forth the terms and conditions upon which the Plan Investors will (i) commit to purchase \$220,500,000 of common stock in the reorganized Delphi (the "Direct Subscription Shares") and \$1.2 billion of preferred shares in the reorganized Delphi (the "Preferred Shares") and (ii) commit to purchasing any unsubscribed shares of common stock in connection with a rights offering (the "Rights Offering") to existing common stock holders (the "Back Stop Commitment").<sup>13</sup>

36. The Rights Offering contemplated by the EPCA provides that Delphi will distribute at no charge to each holder of common stock (an "Eligible Holder"), as of a record date to be determined, certain rights (the "Rights") to acquire new common stock. The Rights will permit Eligible Holders to purchase their pro rata share of 56,700,000 shares of new common stock at a purchase price of \$35 per share. Under the terms of the EPCA, the Plan Investors will commit to purchase the number of shares that were offered through the Rights Offering to Eligible Holders, but whose rights were not properly exercised (the "Unsubscribed Shares"). In the event that no shareholders subscribe to the Rights Offering, the Plan Investors, through the

---

<sup>13</sup> The Commitment Letters, in turn, set forth the terms and conditions upon which the Commitment Parties will provide the funding to the Investors that will be necessary to enable the Investors to make the investment called for under the EPCA.

Back Stop Commitment, will purchase all of the Unsubscribed Shares for \$1.984 billion.

Altogether, through the Back Stop Commitment and the purchase of the Direct Subscription Shares and the Preferred Shares, the Plan Investors could invest up to \$3.4 billion in the reorganized Debtors.

37. In connection with the Plan Investors' commitment to purchase the Preferred Shares, the Debtors will agree to pay the Plan Investors an aggregate commitment fee of \$21 million (the "Preferred Commitment Fee"). In addition, to compensate the Plan Investors for their undertakings in connection with their purchase of the Direct Subscription Shares and the Backstop Commitment, the Debtors will agree to pay an aggregate commitment fee of \$55,125,000 (the "Standby Commitment Fee" and, together with the Preferred Commitment Fee, the "Commitment Fees"). The Debtors will also reimburse or pay the Plan Investors' reasonably incurred out-of-pocket costs and expenses incurred on or prior to the effective date of a plan of reorganization or related to the closing of the plan of reorganization (the "Transaction Expenses"). Under the terms of the EPCA, Transaction Expenses incurred on or prior to December 1, 2006 will not exceed \$13 million and will be paid promptly upon the Court's entry of the order approving this Motion; provided, however, that such amount will not include Transaction Expenses incurred by Appaloosa on or before May 17, 2006, which will not exceed \$5 million and will be paid if and when the effective date of any plan of reorganization of the Debtors occurs and only if such plan results in the holders of Delphi common stock receiving a recovery under any such plan. In addition, to the extent permitted under any order authorizing the Company to obtain post-petition financing and/or to utilize cash collateral then or thereafter in effect (each a "Financing Order") the Transaction Expenses incurred from and after the date of

entry of the order approving this Motion shall be protected by and entitled to the benefits of the carve-out for professional fees provided in any such Financing Order

38. The Commitment Fees will be paid by the Debtors in three stages. The first ten million dollars of fees will be paid on the first business date that either (i) each of Appaloosa and Cerberus has waived its due diligence termination right contained in section 12(d)(ii) of the EPCA, or (ii) the due diligence termination right contained in section 12(d)(ii) of the EPCA has expired in accordance with its terms. The payment of the balance of the first 50 percent of the Commitment Fees (\$28,062,050) will be made on the first business day following the date that Appaloosa and Cerberus notify Delphi in writing that each has approved the Debtors' ultimate settlement with GM. The remaining 50 percent of the Commitment Fees (\$38,062,050) will be paid on the first business day following the entry of an order by the Bankruptcy Court approving the Debtors' Disclosure Statement (as such term is defined in the EPCA).

39. The Debtors believe that the fee structure described above is appropriate in light of the amount of capital committed by the Plan Investors to the Debtors and the potentially lengthy period of such commitment. The commitment fee on the preferred stock is \$21 million, which is 1.75% of the total \$1.2 billion preferred investment. The commitment fee on the common equity backstop is \$55.125 million, which is 2.5% of the total \$2.205 billion equity backstop. In addition, the compensation structure was agreed to following substantial arms-length negotiations between the Debtors and the Plan Investors with substantial input from the Debtors' statutory committees.

40. The EPCA contains extensive representations and warranties made by the Company, and a customary set of more limited representations and warranties by the Plan

Investors. While in many transactions representations and warranties are qualified by a disclosure schedule prepared in connection with the execution of operative transaction documents, under the terms of the EPCA, Delphi will have additional time to deliver such a disclosure schedule; in this case, until Delphi delivers its business plan to the Plan Investors.

41. In connection with the EPCA, Delphi has covenanted to use its commercially reasonable efforts to provide to the Plan Investors as soon as practicable a final five-year business plan approved by Delphi's board of directors that will provide certain levels of EBITDA for fiscal years 2007 through 2011. Delphi will not be required to deliver, and neither Appaloosa nor Cerberus will be required to approve or accept any business plan that does not reflect a final and binding settlement between the Company and GM. Appaloosa or Cerberus may terminate the EPCA under the terms of their "diligence out" within 20 days of receiving a business plan reflecting the GM settlement if such Plan Investor is not satisfied, in their sole discretion, with the business plan.

42. The EPCA provides for various bases for termination of the agreement, including by mutual written consent of Delphi and both of Appaloosa and Cerberus. In addition, either Appaloosa or Cerberus, upon written notice to Delphi can terminate the agreement for a variety of reasons, including (i) if the order approving this Motion has not become a final order within 10 days of the hearing on the Motion, (ii) if the Investors are not satisfied with their due diligence, (iii) if the effective date of the Debtors' plan of reorganization has not occurred by June 30, 2007, (iv) if the Debtors' disclosure statement is not filed with this Court by May 1, 2007, (v) if the Debtor breaches any provisions of the agreement, (vi) if the Investors are not satisfied with the Company's business plan, (vii) if there was change of recommendation by the

Company or the Company enters into an alternate transaction, and (viii) if there are modifications to the agreed forms of certain transaction documents..

43. If the EPCA is terminated under certain circumstances, an alternate transaction fee of \$100 million (the "Alternate Transaction Fee") will be payable to the Plan Investors. The events that give rise to the payment of the Alternate Transaction Fee are: (i) termination of the EPCA as a result of the Company's entry into an Alternate Transaction (as defined below); (ii) termination of the EPCA by the Investors due to a willful breach by the Company and the Company's entry into or consummation of an Alternate Transaction within a 24 month period following the termination; and (iii) termination of the EPCA due to a change of recommendation by the Company and the Company's entry into or consummation of an Alternate Transaction within a 24 month period following the termination. For the purposes of the EPCA, an Alternate Transaction is defined to include any plan, proposal, offer or transaction that is inconsistent with the EPCA, the Preferred Stock Term Sheet attached as an Exhibit to the EPCA, the PSA, the Debtors' settlement with GM, or the Debtors' plan of reorganization, other than a liquidation under chapter 7 of the Bankruptcy Code.

44. The aggregate liability for both the Investors, the Commitment Parties, and the Debtors is limited by the terms of the EPCA to willful breach of the EPCA. The maximum dollar exposure in the aggregate for all of the Commitment Parties and the Investors (or the Debtors) for willful breaches occurring on or prior to the date this Court approves the Debtors' disclosure statement will not exceed \$100 million. After the order approving the Disclosure Statement is entered, the aggregate liability shall not exceed \$250 million. Liability for any party prior to the waiver or satisfaction of the due diligence condition in the EPCA

attaches only on a several basis; after the due diligence condition is satisfied or waived, liability attaches on a joint and several basis.

45. The obligations of the Plan Investors to consummate the transactions contemplated by the EPCA are subject to numerous conditions in addition to the Plan Investors' due diligence "out" in their sole discretion (in connection with which the Plan Investors have the prerogative to approve or disapprove of certain of the Debtors' EBITDA targets and forecasted restructuring charges in their sole discretion). The most significant additional conditions involve the right of each of Appaloosa and Cerberus to approve, in their individual sole discretion, the GM Settlement and revised labor agreements with each of the UAW, the IUE-CWA, and the USW. In addition, the EPCA also contains conditions related to, among other things, the approval of certain documents related to the Debtors' plan and disclosure statement, consents, and representations and warranties.

46. The EPCA also provides for certain indemnification rights to the Plan Investors, subject in the case of any dispute as to coverage to the determination of this Court, whether or not the Rights Offering is consummated or the EPCA is terminated or the transactions contemplated by the EPCA or the Debtors' plan are consummated.

2. Plan Framework Support Agreement

47. The PSA, as well as the economics and structure of the plan framework itself, is expressly conditioned on reaching consensual agreements with Delphi's U.S. labor unions and GM. The PSA outlines certain plan terms, including proposed distributions to be made to creditors and shareholders, the treatment of GM's claim, the resolution of certain pension funding issues, and the corporate governance of the reorganized Debtors. In addition, the PSA describes plan terms related to the terms of the preferred stock to be issued under the

plan, the establishment of a joint claims oversight committee, certain corporate governance provisions, and certain conditions precedent to plan effectiveness.

48. The plan terms described in the PSA are conditioned on the implementation of the Debtors' transformation plan, including a settlement of the GM issues and fulfillment of the conditions to the proposed equity investment by the Plan Investors in Delphi, as contemplated and described in the EPCA. The PSA is subject to Delphi and GM reaching a documented settlement agreement on the resolution of the GM issues on or before January 31, 2007. Under the terms of the PSA, the parties thereto have agreed to work together to attempt to complete the negotiation of the terms of the Debtors' reorganization plan, as well as to resolve other outstanding issues, and to formulate and facilitate confirmation and consummation of the Debtors' reorganization plan and the transactions contemplated thereby. In so agreeing, the parties to the PSA do not desire and do not intend in any way to derogate from or diminish the solicitation requirements of applicable securities and bankruptcy law or the fiduciary duties of the Debtors or any such other party to the PSA having such duties.

49. The parties to the PSA acknowledge that Delphi and GM presently intend to pursue agreements, to be documented in the Debtors' reorganization plan, the order confirming the reorganization plan and/or the documents related to Delphi's settlement with GM, as applicable, concerning, among other matters: (a) triggering of the GM benefit guarantees; (b) assumption by GM of certain postretirement health and life insurance obligations for certain Delphi hourly employees; (c) funding of Delphi's underfunded pension obligations, including by the transfer to GM, pursuant to a 414(l) transaction, of certain of Delphi's pension obligations; (d) provision of flowback opportunities at certain GM facilities for certain Delphi employees; (e) GM's payment of certain retirement incentives and buyout costs under current or certain future

attrition programs for Delphi employees; (f) GM's payment of mutually negotiated buy-downs; (g) GM's payment of certain labor costs for Delphi employees; (h) a revenue plan governing certain other aspects of the commercial relationship between Delphi and GM; (i) the wind-down of certain Delphi facilities and the sales of certain Delphi business lines and sites; (j) the Debtors' support for GM's efforts to resource products purchased by GM; (k) licensing of the Debtors' intellectual property to GM or for its benefit; (l) treatment of the environmental matters agreement between Delphi and GM; (m) treatment of normal course items, such as warranty, recall and product liability obligations; and (n) treatment of all other executory contracts between the Debtors and GM. The parties to the PSA agree to negotiate in good faith all of the documents and transactions described above, however, the parties to the PSA understand that no party has any obligation to enter into any such documents or consummate any such transactions.

50. The plan framework described in the PSA, which is predicated in part upon the Debtors' business plan and resolution of the GM issues, outlines the potential recoveries to the Debtors' stakeholders:

- All senior secured debt would be refinanced and paid in full and all allowed administrative and priority claims would be paid in full.
- Trade and other unsecured claims and unsecured funded debt claims would be satisfied in full with \$810 million of common stock (18 million out of a total of 135.3 million shares) in the reorganized Delphi, at a deemed value of \$45 per share, and the balance in cash. The framework requires that the amount of allowed trade and unsecured claims (other than funded debt claims) not exceed \$1.7 billion.
- In exchange for GM's financial contribution to Delphi's transformation plan and in satisfaction of GM's claims against the Debtors, GM will receive 7 million out of a total of 135.3 million shares of common stock in the reorganized Delphi, \$2.63 billion in cash, and an unconditional release of any alleged estate claims against GM. In addition, as with other customers, certain GM claims would flow-through the chapter 11 cases and be satisfied by the reorganized company in the ordinary course of business. While the actual value of the potential GM contribution cannot be determined until a consensual resolution with GM is completed, Delphi

is aware that GM has publicly estimated its potential exposure related to Delphi's chapter 11 filing.

- All subordinated debt claims would be allowed and satisfied with \$450 million of common stock (10 million out of a total of 135.3 million shares) in the reorganized Delphi, at a deemed value of \$45 per share and the balance in cash.
- Holders of existing equity securities in Delphi would receive \$135 million of common stock (3 million out of a total of 135.3 million shares) in the reorganized Delphi, at a deemed value of \$45 per share, and rights to purchase 56.7 million shares of common stock in the reorganized Delphi for \$1.984 billion at a deemed exercise price of \$35 per share (subject to the Rights Offering becoming effective and other conditions).

51. The PSA also reaffirms Delphi's earlier commitment to the preservation of its salaried and hourly defined benefit pension plans and will include an arrangement to fund approximately \$3.5 billion of its pension obligations. As much as \$2 billion of this amount may be satisfied through GM taking an assignment of Delphi's net pension obligations under applicable federal law. GM will receive a note in the amount of such assignment on agreed market terms that will be paid in full within ten days following the effective date of the reorganization plan. Through this funding, Delphi will make up required contributions to the pension plans that were not made in full during the chapter 11 cases.

52. The PSA will be terminated if the EPCA is terminated. In addition, after April 1, 2007, any party to the PSA can terminate the PSA for any reason or no reason by delivering a notice of termination to the other parties to the PSA. Nevertheless, the Debtors believe that the Framework Agreements provide the Debtors with a platform to complete the transactions contemplated by therein and promptly conclude these chapter 11 cases.

#### Relief Requested

53. The Framework Agreements represent the culmination of many hours of intense discussions between the Debtors, the statutory committees, GM, and the Plan Investors. The Framework Agreements are an initial and critical step for the Debtors, and form a platform

for the resolution of the Debtors' transformation issues and the formulation of a consensual reorganization plan. By this Motion, the Debtors seek entry of an order authorizing and approving the Debtors' entry into the EPCA and the other Investment Agreements pursuant to sections 105(a), 363(b), 503(b), and 507(a) of the Bankruptcy Code and the PSA pursuant to sections 105(a), 363(b) and 1125(e) of the Bankruptcy Code.

Applicable Authority

A. Approval And Authorization Of Relief Requested

54. Bankruptcy Code section 363(b)(1) permits a chapter 11 debtor to use property of the estate "other than in the ordinary course of business" after notice and a hearing. 11 U.S.C. § 363(b)(1). This Court may authorize use of estate property outside the ordinary course of business if a debtor demonstrates a sound business justification for it. In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983) (business judgment rule requires finding that good business reason exists to grant debtor's application under section 363(b)); In re Delaware Hudson Ry. Co., 124 B.R. 169, 179 (Bankr. D. Del. 1991). This "business judgment" test is premised on the debtor's business judgment that the proposed use of property of the estate would be beneficial to the estate. Cf. Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.), 4 F.3d 1095, 1099 (2d Cir. 1993) (analyzing business judgment standard under section 365). To a bankruptcy court, "'business judgment' . . . is just that – a judgment of the sort a businessman would make." Id.

55. Once the debtor articulates a valid business justification, the business judgment rule creates "a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company." In re Integrated Resources, Inc., 147 B.R. 650, 656

(S.D.N.Y. 1992) (citation omitted). The debtor's business judgment "should be approved by the court unless it is shown to be 'so manifestly unreasonable that it could not be based upon sound business judgment, but only on bad faith, or whim or caprice.'" In re Aerovox, Inc., 269 B.R. 74, 81 (Bankr. D. Del. 2001) (quoting In re Interco, Inc., 128 B.R. 229, 234 (Bankr. E.D. Mo. 1991)). "Courts are both to interfere with corporate decisions absent a showing of bad faith, self interest or gross negligence." Integrated Resources, 147 B.R. at 656.

56. The Debtors, in their sound business judgment, believe that the transactions contemplated by the EPCA, the other Investment Agreements, and the PSA should promote a prompt consummation of these chapter 11 cases, will facilitate the Debtors' businesses and financial restructuring, and is in the best interests of their creditors, shareholders, and other parties-in-interest. Moreover, the Debtors believe that the Commitment Fees provided for in the EPCA are reasonable in the context of the Debtors' cases and the transactions contemplated in the Framework Agreements.

57. The Commitment Fees represent a small fraction of the investment that the Plan Investors will make to acquire the Preferred Shares, the Direct Subscription Shares, and the Unsubscribed Shares. The purchase price for the Preferred Shares and the Direct Subscription Shares totals more than \$1.4 billion, with an additional investment to be made, if necessary, to acquire the Unsubscribed Shares. In addition, the Debtors' believe that payment and reimbursement of the Transaction Expenses is reasonable under the circumstances. Moreover, the Debtors' commitment to pay the Commitment Fees and the Transaction Expenses is an integral part of the transactions contemplated under the Framework Agreements, and the Plan Investors would not otherwise enter into the agreements without such commitment. The payment of the Commitment Fees and Transaction Expenses are actual, necessary costs of

preserving the estate and should be entitled to administrative priority status under sections 503(b) and 507(a).

58. The Debtors further submit that the payment of the Alternate Transaction Fee constitutes a material inducement for, and a condition of, the Plan Investors' entry into the EPCA. See, e.g., Calpine Corp. v. O'Brien Environmental Energy, Inc. (In re O'Brien Environmental Energy, Inc.), 181 F.3d 527 (3d Cir. 1999) (break-up fees warranted when necessary to preserve value of estate). Moreover, the Debtors believe that the requested Alternate Transaction Fee is fair and reasonable in view of the EPCA, which has served as the catalyst for the Debtors' development of a plan of reorganization. Specifically, the Debtors have determined, with assistance from their investment bankers and other financial advisors, that the amount of the Alternate Transaction Fee is within a range of reasonableness given the nature and size of the proposed Rights Offering and the circumstances under which the Plan Investors have agreed to make their investment. Finally, similar fees have been granted in connection with rights offerings of similar magnitude. See, e.g. In re Owens Corning, Case No. 00-03837 (Bankr. D. Del. June 29, 2006) (up to \$130 million fee in connection with backstop of \$2.2 billion rights offering); In re USG Corp., Case No. 01-2094 (Bankr. D. Del. February 23, 2006) (up to \$120 million fee in connection with backstop of \$1.8 billion rights offering).

59. Finally, the Debtors submit that this Court determine that the entry into the PSA by the parties thereto, and the performance of their obligations thereunder, does not violate any law, including the Bankruptcy Code, and does not give rise to any claim or remedy against any of the parties thereto including, without limitation, the designation of the vote of GM or any Plan Investor under Section 1125(e) of the Bankruptcy Code. Section 1125(e) of the Bankruptcy Code provides, in relevant part, as follows: "A person that...participates, in good faith and in

compliance with the applicable provisions of this title, in the offer, issuance, sale or purchase of a security, offered or sold under the plan, of the debtor...is not liable, on account of such solicitation or participation, for violation of any applicable law, rule or regulation governing solicitation of acceptance or rejection of...the offer, issuance, sale or purchase or securities." 11 U.S.C. § 1125(e).

60. The Debtors believe that the relief requested in the proposed order is appropriate and is fair and reasonable under the circumstances. GM and the Plan Investors are not willing to proceed with the EPCA and the PSA if so doing would expose them to potential liability for potential claims.

61. Based on the foregoing, the Debtors believe that they have exercised sound business judgment in deciding to execute the Framework Agreements, and this Court should authorize and approve the Debtors' entry into such agreements.

B. Waiver Of The Ten-Day Stay Provided By Bankruptcy Rule 6004

62. Under Bankruptcy Rule 6004(g), [a]n: "An order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise." Courts in this district have waived this stay upon a showing of business need. See In re Adelphia Commc'ns Corp., 327 B.R. 143, 175 (Bankr. S.D.N.Y. 2005) ("As I find that the required business need for a waiver has been shown, the order may provide for a waiver of the 10-day waiting period under Fed. R. Bankr.P. 6004(g)."); In re PSINet Inc., 268 B.R. 358, 379 (Bankr. S.D.N.Y. 2001) (requiring demonstration of "business exigency" for waiver of ten-day stay under Bankruptcy Rule 6004(g)). In general, courts will grant waivers when doing so is important to the debtor's financial health. See In re Second Grand Traverse School, 100 Fed. Appx. 430, 434-35 (6th Cir. 2004) (affirming decision

waiving 10-day stay because "time was of the essence"); In re Decora Industries, Inc., Case No. 00-4459 (JJF), 2002 WL 32332749, at \*9 (D. Del. May 20, 2002) ("[T]he Court understands that an immediate closing is required to remedy Debtors' precarious financial and business position. Accordingly, the Court will waive the Rules 6004(g) and 6006(d), allowing the parties to close.").

63. The Framework Agreements are conditioned, among other things, upon the Debtors' and the Plan Investors' timely compliance with many issues, including the completion of due diligence, finalizing Delphi's settlement negotiations with GM, negotiating revised labor agreements, and formulation and drafting of plan and disclosure statement documents. The Debtors submit that the waiver of the ten day stay is appropriate here to allow for the payment of the Commitment Fees and Transaction Expenses, as described in the EPCA, so that the Plan Investors can continue their diligence and the Debtors can work to consummate the transactions contemplated by the Framework Agreements.

#### Notice Of Motion

64. Notice of this Motion has been provided in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures (Docket No. 5418). The Debtors have submitted the proposed Order Scheduling Non-Omnibus Hearings On Debtors' Plan Investment And Framework Support Approval Motion And Dip Refinancing Motion (the "Scheduling Order"), setting the hearing for this Motion on January 5, 2007 (the "January 5 Hearing"). The Scheduling Order provides that parties-in-interest will have until January 2, 2007 to file an

objection. In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

65. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the service and filing of a separate memorandum of law required under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that the Court enter an order (i) authorizing and approving the Debtors' entry into the PSA pursuant to sections 105(a), 363(b), and 1125(e) of the Bankruptcy Code and (ii) authorizing and approving the Debtors' entry into the EPCA and the other Investment Agreements and the payment of all associated fees, expenses, damage claims, and of all related indemnities as and when provided for therein pursuant to sections 105(a), 363(b), 503(b), and 507(a) of the Bankruptcy Code, and (iii) granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
George N. Panagakis (GP 0770)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

## **Exhibit A**

December 18, 2006

Delphi Corporation  
5725 Delphi Drive  
Troy, MI 48098

Attn: Robert S. "Steve" Miller  
Chairman and Chief Executive Officer

Re: Proposed Investment in Delphi Corporation

Dear Mr. Miller:

As you know, the signatories hereto have been engaged in discussions with Delphi Corporation ("Delphi" or the "Company") and various other parties in interest in the jointly administered chapter 11 cases (the "Chapter 11 Cases") pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") with respect to Delphi and certain of its subsidiaries (collectively, the "Debtors") regarding a potential global resolution of the Chapter 11 Cases that would be implemented pursuant to a plan of reorganization for the Debtors (the "Plan") and be funded in part by an equity investment in Delphi (the "Investment").

Pursuant to the Company's request, the undersigned severally, not jointly, submit this proposal (the "Proposal") to make the Investment on the terms and subject to the conditions contained in the attached form of Equity Purchase and Commitment Agreement (the "Investment Agreement"). Upon the entry by the Bankruptcy Court of the Initial Approval Order (as defined and described below) and the other conditions described in this letter, the undersigned will severally, not jointly, enter into the Investment Agreement and each of A-D Acquisition Holdings, LLC, Dolce Investments LLC and Harbinger Del-Auto Investment Company, Ltd. will deliver an Equity Commitment Letter in the form attached hereto. Our several obligations to enter into the Investment Agreement, however, are subject to your using your commercially reasonable efforts to have the Bankruptcy Court enter the Initial Approval Order by, among other things: (a) preparing and filing with the Bankruptcy Court, no later than December 18, 2006, the Initial Motion referred to in the Plan Framework Support Agreement (the "Plan Support Agreement"); and (b) using commercially reasonable efforts to obtain a hearing on the Initial Motion on or before January 5, 2007.

The undersigned and their advisors have devoted substantial time and resources to preparing this Proposal. We appreciate the significant amount of time and resources that Delphi has dedicated to assist our teams in developing a deeper understanding of the Company's business. Based on this work, the undersigned are (1) prepared to proceed expeditiously to complete our business, accounting and legal due diligence review of the Company, and (2) take appropriate action to move forward toward the full formulation and implementation of the transactions contemplated by the Investment Agreement and the Plan Support Agreement, including engaging in the preparation and negotiation of additional definitive documents as

contemplated thereby and supporting the Debtors' efforts to obtain entry of the Initial Approval Order.

This Proposal is subject to, and expressly conditioned on, (1) the execution and delivery by all signatories thereto of the Investment Agreement and Plan Support Agreement in the form attached to this letter and (2) the entry by the Bankruptcy Court of an order, in form and substance reasonably satisfactory to each of us (the "Initial Approval Order"): (a) approving, and authorizing the Debtors to enter into and perform their obligations under the Investment Agreement, (b) authorizing the payment of the Commitment Fees, the Alternate Transaction Fee and Transaction Expenses (as such terms are defined in the Investment Agreement) on the terms and subject to the conditions set forth in the Investment Agreement, (c) approving, and authorizing the Debtors to enter into, the Plan Support Agreement and (d) determining that the parties' entry into, and performance of their obligations under, the Plan Support Agreement does not violate the Bankruptcy Code and does not give rise to any claim or remedy against the parties, and shall not cause the vote of any party agreeing to vote to accept the Plan pursuant to the Plan Support Agreement to be disregarded.

This Proposal will remain open until 5:00 p.m., Eastern Standard Time on December 18, 2006, at which point it will expire unless Delphi has filed a motion, in form and substance reasonably acceptable to us, seeking entry by the Bankruptcy Court of the Initial Approval Order and requesting a hearing on such motion on or before January 5, 2007. In addition, even if accepted by Delphi this Proposal shall terminate and be of no further force of effect if, on or before January 22, 2007: (1) the Initial Approval Order has not been entered by the Bankruptcy Court, (2) the Investment Agreement has not been executed and delivered to us by Delphi, or (3) any of the undersigned determines in its sole discretion that either (a) the conditions to the obligations of the undersigned contained in the Investment Agreement are incapable of being satisfied or (b) the undersigned is entitled to exercise a termination right contained in the Investment Agreement.

\* \* \* \*

Based on our work to date, we are very enthusiastic about Delphi and look forward to pursuing the transactions contemplated by the Investment Agreement and the Plan Support Agreement to an expeditious and mutually successful conclusion.

A-D ACQUISITION HOLDINGS, LLC

By: /s/ Ronald Goldstein  
Name: Ronald Goldstein  
Title: Partner

HARBINGER DEL-AUTO INVESTMENT  
COMPANY, LTD.

By: /s/ Philip A. Falcone  
Name: Philip A. Falcone  
Title: Director

DOLCE INVESTMENTS LLC

By: Cerberus Capital Management L.P., it's  
Managing Member

By: /s/ Scott H. Cohen  
Name: Scott H. Cohen  
Title: Managing Director

MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED

By: /s/ Graham Goldsmith  
Name: Graham Goldsmith  
Title: Managing Director

UBS SECURITIES LLC

By: /s/ Steven D. Smith  
Name: Steven D. Smith  
Title: Managing Director

By: /s/ Andrew Kramer  
Name: Andrew Kramer  
Title: Managing Director

Equity Purchase and Commitment Agreement

EQUITY PURCHASE AND COMMITMENT AGREEMENT

THIS EQUITY PURCHASE AND COMMITMENT AGREEMENT (this "Agreement"), dated as of January \_\_, 2007, is made by and among A-D Acquisition Holdings, LLC, a limited liability company formed under the laws of the State of Delaware ("ADAH"), Harbinger Del-Auto Investment Company, Ltd., an exempted company incorporated in the Cayman Islands ("Harbinger"), Dolce Investments LLC ("Dolce"), a limited liability company formed under the laws of the State of Delaware, Merrill Lynch, Pierce, Fenner & Smith Incorporated, a Delaware corporation ("Merrill"), UBS Securities LLC, a Delaware limited liability company ("UBS"), and Delphi Corporation, a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "Company"). ADAH, Harbinger, Dolce, Merrill and UBS are each individually referred to herein as an "Investor" and collectively as the "Investors". Capitalized terms used in the agreement have the meanings assigned thereto in the sections indicated on Schedule 1 hereto.

WHEREAS, the Company and certain of its subsidiaries and affiliates (the "Debtors") commenced jointly administered cases (the "Chapter 11 Cases") under United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, the Company intends to propose and submit to the Bankruptcy Court for its approval a plan of reorganization for the Debtors that is consistent with this Agreement and the PSA;

WHEREAS, the Company has requested that the Investors participate in the plan of reorganization, and the Investors are willing to participate in the plan of reorganization, on the terms and subject to the conditions contained in this Agreement;

WHEREAS, the Company has filed a motion and supporting papers (the "Initial Approval Motion") seeking an order of the Bankruptcy Court (the "Initial Approval Order") (i) approving and authorizing the Company to enter into this Agreement, (ii) authorizing the payment of the Commitment Fees, the Alternate Transaction Fee and the Transaction Expenses provided for herein, and (iii) approving and authorizing the Company to enter into the PSA, and the Bankruptcy Court has entered the Initial Approval Order; and

WHEREAS, each of Appaloosa Management L.P., Harbinger Capital Partners Master Fund I, Ltd. and Cerberus Capital Management, L.P. (collectively, the "Commitment Parties") will provide, on the date hereof, commitment letters addressed to ADAH, Harbinger, and Dolce, respectively, and the Company whereby each Commitment Party will confirm its commitment to provide equity financing to ADAH, Harbinger and Dolce, respectively, on the terms and subject to the limitations set forth in the commitment letters.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, each of the parties hereto hereby agrees as follows:

1. Rights Offering

- (a) The Company proposes to offer and sell shares of its new common stock, par value \$0.01 per share (the "New Common Stock"), pursuant to a rights offering (the "Rights Offering") whereby the Company will distribute at no charge to each holder (each, an "Eligible Holder") of Common Stock, including, to the extent applicable, the Investors, that number of rights (each, a "Right") in respect of shares of Common Stock outstanding and held of record as of the close of business on a record date (the "Record Date") to be set by the Board of Directors of the Company that will enable each Eligible Holder to purchase up to its pro rata portion of 56,700,000 shares in the aggregate of New Common Stock (each, a "Share") at a purchase price of \$35.00 per Share (the "Purchase Price").
- (b) The Company will conduct the Rights Offering pursuant to a plan of reorganization of the Debtors (such plan of reorganization, the "Plan"), which shall reflect the Company's proposed restructuring transactions described in this Agreement, the Summary of Terms of Preferred Stock attached hereto as Exhibit A (the "Preferred Term Sheet") and the Plan Framework Support Agreement attached hereto as Exhibit B (the "PSA").
- (c) The Rights Offering will be conducted as follows:
  - (i) On the terms and subject to the conditions of this Agreement and subject to applicable law, the Company shall offer Shares for subscription by holders of Rights as set forth in this Agreement.
  - (ii) As soon as practicable following the entry of an order by the Bankruptcy Court approving the Disclosure Statement (the "Disclosure Statement Approval Date") and the effectiveness under the Securities Act of 1933, as amended (the "Securities Act"), of the Rights Offering Registration Statement to be filed with the Securities and Exchange Commission (the "Commission") relating to the Rights Offering, the Company shall issue to each Eligible Holder, Rights to purchase up to its pro rata portion of 56,700,000 Shares in the aggregate and distribute simultaneously the ballot form(s) (the "Ballots") in connection with the solicitation of acceptances of the Plan (the date of such distribution, the "Distribution Date"). The Company will be responsible for effecting the distribution of certificates representing the Rights, the Rights Offering Prospectus and any related materials to each Eligible Holder. The Ballots shall provide a place whereby each Eligible Holder may indicate its commitment to exercise its Rights.

- (iii) The Rights may be exercised during a period (the "Rights Exercise Period") commencing on the Distribution Date and ending at the Expiration Time. The Rights shall be transferable. "Expiration Time" means the date and time by which holders of claims or interests are entitled to vote on the Plan (or if such day is not a Business Day, the next Business Day), or such later date and time as the Company, subject to the prior written approval of each of ADAH and Dolce, may specify in a notice provided to the Investors before 9:00 a.m., New York City time, on the Business Day before the then-effective Expiration Time. The Company shall use its reasonable best efforts to cause the effective date of the Plan (the "Effective Date") to occur as promptly as reasonably practicable after the Expiration Time and the Confirmation Hearing. For the purpose of this Agreement, "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close. Each Eligible Holder who wishes to exercise all or a portion of its Rights shall (i) during the Rights Exercise Period return a duly executed Ballot to a subscription agent reasonably acceptable to the Company and each of ADAH and Dolce (the "Subscription Agent") electing to exercise all or a portion of the Rights held by such Eligible Holder and (ii) pay an amount equal to the full Purchase Price of the number of Shares that the Eligible Holder elects to purchase by wire transfer of immediately available funds by a specified date reasonably in advance of the date on which the hearing to confirm the Plan is scheduled to commence (the "Confirmation Hearing") to an escrow account established for the Rights Offering.
- (iv) Unless otherwise required by ADAH and Dolce, there will be no over-subscription rights provided in connection with the Rights Offering.
- (v) As soon as reasonably practicable following the Effective Date, the Company will issue to each Eligible Holder who validly exercised its Rights the number of Shares to which such Eligible Holder is entitled based on such exercise.
- (vi) The Company hereby agrees and undertakes to give each Investor by electronic facsimile transmission the certification by an executive officer of the Company of either (i) the number of Shares elected to be purchased by Eligible Holders pursuant to validly exercised Rights, the aggregate Purchase Price therefor, the number of Unsubscribed Shares and the aggregate Purchase Price therefor (a "Purchase Notice") or (ii) in the absence of any Unsubscribed Shares, the fact that there are no Unsubscribed Shares and that the commitment set forth in Section 2(a)(iv) is terminated (a "Satisfaction Notice") as soon as practicable after the Expiration Time and, in any event, reasonably in advance of the Closing Date (the date of transmission of confirmation of a Purchase Notice or a Satisfaction Notice, the "Determination Date").

2. The Commitment; Fees and Expenses.

- (a) On the terms and subject to the conditions set forth in this Agreement:
- (i) each Investor agrees, severally and not jointly, to subscribe for and purchase, or cause one or more Related Purchasers pursuant to the following paragraph and otherwise in accordance with this Agreement to subscribe for and purchase, and the Company agrees to sell and issue, on the Closing Date (A) for the Purchase Price per Share, each Investor's proportionate share of 6,300,000 Shares as is set forth opposite such Investor's name on Schedule 2 hereto (the "Direct Subscription Shares") and (B) for the Purchase Price per Share, that number of shares of Series B Senior Convertible Preferred Stock, par value \$0.01 per share (the "Series B Preferred Stock"), as is set forth opposite such Investor's name on Schedule 2 hereto, which shares shall be created pursuant to a Certificate of Designation (the "Series B Certificate of Designations") that is consistent with the terms set forth in the Preferred Term Sheet and, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided that prior to the Due Diligence Expiration Date, such terms shall be satisfactory to each of ADAH and Dolce in its sole discretion;
  - (ii) Dolce agrees to subscribe for and purchase, or cause one or more Related Purchasers pursuant to the following paragraph and otherwise in accordance with this Agreement to subscribe for and purchase, and the Company agrees to sell, on the Closing Date, for the Purchase Price per share, 8,571,429 shares of Series A-1 Senior Convertible Preferred Stock, par value \$0.01 per share (the "Series A-1 Preferred Stock"), which shares shall be created pursuant to a Certificate of Designations (the "Series A-1 Certificate of Designations") that is consistent with the terms set forth in the Preferred Term Sheet and with such other terms that, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, that prior to the Due Diligence Expiration Date, such other terms shall be satisfactory to each of ADAH and Dolce in its sole discretion;
  - (iii) ADAH agrees to subscribe for and purchase, or cause one or more Related Purchasers pursuant to the following paragraph and otherwise in accordance with this Agreement to subscribe for and purchase, and the Company agrees to sell, on the Closing Date, for the Purchase Price per share, 8,571,429 shares of Series A-2 Senior Convertible Preferred Stock, par value \$0.01 per share (the "Series A-2 Preferred Stock", and together with the Series A-1 Preferred Stock, the "Series A Preferred Stock", which shares shall be created pursuant to a Certificate of Designations (the "Series A-2 Certificate of Designations") that is consistent with the terms set forth in the Preferred Term Sheet and with such other terms that, to the

extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, that prior to the Due Diligence Expiration Date, such other terms shall be satisfactory to each of ADAH and Dolce in its sole discretion; and

- (iv) each Investor agrees, severally and not jointly, to purchase, or cause one or more Related Purchasers pursuant to the following paragraph and otherwise in accordance with this Agreement to purchase, on the Closing Date, and the Company agrees to sell for the Purchase Price per Share that number of Shares issuable pursuant to the aggregate number of Rights that were not properly exercised by the Eligible Holders thereof during the Rights Exercise Period, in proportion to the Investor's share of the Direct Subscription Shares (such Shares in the aggregate, the "Unsubscribed Shares"), rounded among the Investors as they may determine, in their sole discretion, to avoid fractional shares.

In connection with each of clauses (i) through (iv) above, prior to the filing of the Rights Offering Registration Statement with the Commission, each Investor shall have the right to arrange for one or more of its Affiliates (each, a "Related Purchaser") to purchase Investor Shares, by written notice to the Company, which notice shall be signed by the Investor and each Related Purchaser, shall contain the Related Purchaser's agreement to be bound by this Agreement and shall contain a confirmation by the Related Purchaser of the accuracy with respect to it of the representations set forth in Section 4; provided, that the total number of Investors, Related Purchasers and Ultimate Purchasers shall not exceed the Maximum Number. The "Maximum Number" shall be 35 unless the Company consents to a higher number, such consent not to be unreasonably withheld; provided, that, nothing in this Agreement shall limit or restrict in any way any Investor's ability to transfer or otherwise dispose of any Investor's Shares or any interests therein after the Closing Date pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements thereunder and subject to applicable state securities laws. The Investors agree that each Related Purchaser will be a "Qualified Institutional Buyer" under Rule 144A of the Securities Act.

The Series A-1 Preferred Stock, the Series A-2 Preferred Stock and the Series B Preferred Stock are referred to herein collectively as the "Preferred Shares". The Unsubscribed Shares, the Direct Subscription Shares and the Preferred Shares are referred to herein collectively as the "Investor Shares". The term "Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 under the Securities Exchange Act of 1934 in effect on the date hereof.

- (b) Upon the occurrence of an Investor Default or a Limited Termination, within five (5) Business Days of the occurrence of such Investor Default or Limited Termination, the Investors (other than any non-purchasing Investor) shall have the right to agree to purchase on the Closing Date, in the case of a Limited

Termination, or to purchase, in the case of an Investor Default (or, in either case, arrange for the purchase through a Related Purchaser pursuant to Section 2(a) or an Ultimate Purchaser pursuant to Section 2(k)), all but not less than all, of the Available Investor Shares on the terms and subject to the conditions set forth in this Agreement and in such proportions as determined by the Investors in their sole discretion (an "Alternative Financing"); provided, that only in the case of a Limited Termination, to the extent that a Limited Termination is attributable to any Investor other than Dolce, ADAH will be required within ten (10) Business Days of the occurrence of such Limited Termination to agree to purchase on the Closing Date (or arrange for the purchase through a Related Purchaser pursuant to Section 2(a) or an Ultimate Purchaser pursuant to Section 2(k)) any Available Investor Shares attributable to the Limited Termination and not otherwise purchased pursuant to the Alternative Financing (unless ADAH has otherwise terminated this Agreement in accordance with its terms); provided, further, that the total number of Investors, Related Purchasers and Ultimate Purchasers pursuant to this Agreement shall not exceed the Maximum Number. The term "Investor Default" shall mean the breach by any Investor of its obligation to purchase any Investor Shares which it is obligated to purchase under this Agreement. The term "Available Investor Shares" shall mean any Investor Shares which any Investor is not purchasing as a result of an Investor Default or Limited Termination. The exercise by any Investor of the right to purchase (or arrange a purchase of) any Available Investor Shares shall not relieve any defaulting Investor of any obligation to each other Investor or the Company of such defaulting Investor's breach of this Agreement.

- (c) As soon as practicable after the Expiration Time, and in any event reasonably in advance of the Closing Date, the Company will provide a Purchase Notice or a Satisfaction Notice to each Investor as provided above, setting forth a true and accurate determination of the aggregate number of Unsubscribed Shares, if any; provided, that on the Closing Date, on the terms and subject to the conditions in this Agreement, the Investors will purchase, and the Company will sell, only such number of Unsubscribed Shares as are listed in the Purchase Notice, without prejudice to the rights of the Investors to seek later an upward or downward adjustment if the number of Unsubscribed Shares in such Purchase Notice is inaccurate.
- (d) Delivery of the Investor Shares will be made by the Company to the account of each Investor (or to such other accounts as any Investor may designate in accordance with this Agreement) at 10:00 a.m., New York City time, on the Effective Date (the "Closing Date") against payment of the aggregate Purchase Price for the Investor Shares by wire transfer of immediately available funds in U.S. dollars to the account specified by the Company to the Investors at least 24 hours prior to the Closing Date.
- (e) All Investor Shares will be delivered with any and all issue, stamp, transfer, sales and use, or similar Taxes or duties payable in connection with such delivery duly paid by the Company.

- (f) The documents to be delivered on the Closing Date by or on behalf of the parties hereto and the Investor Shares will be delivered at the offices of White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036 on the Closing Date.
- (g) Subject to the provisions of Sections 2(a), 2(b) and 2(k) hereof, any Investor may designate that (i) some or all of the Investor Shares be issued in the name of, and delivered to, one or more Related Purchasers and (ii) some or all of the Unsubscribed Shares, Direct Subscription Shares or shares of Series B Preferred Stock be issued in the name of, and delivered to, one or more Ultimate Purchasers.
- (h) On the basis of the representations and warranties herein contained, the Company shall pay the following fees to the Investors in accordance with Section 2(i) or 12(h), as the case may be:
  - (i) an aggregate commitment fee of twenty-one million dollars (\$21,000,000) to be paid to the Investors in proportion to their undertakings herein relative to Preferred Shares as set forth in Schedule 2 (the "Preferred Commitment Fee");
  - (ii) an aggregate commitment fee of fifty-five million one-hundred twenty-five thousand dollars (\$55,125,000) to be paid to the Investors as set forth in Schedule 2 to compensate the Investors for their undertakings herein relative to Investor Shares other than Preferred Shares (the "Standby Commitment Fee" and together with the Preferred Commitment Fee, the "Commitment Fees"); and
  - (iii) an Alternate Transaction Fee, if any, which shall be paid by the Company as provided in Section 12(h).
- (i) \$10 million of the Commitment Fees shall be paid on the first Business Day following the first date that either (A) each of ADAH and Dolce has waived in writing the due diligence termination right contained in Section 12(d)(ii) or (B) the due diligence termination right contained in Section 12(d)(ii) has expired in accordance with its terms, and \$28,062,500, representing the balance of the first fifty percent (50%) of the Commitment Fees, on the first Business Day following the date that each of ADAH and Dolce notify the Company in writing that each of them has approved the GM Settlement. The balance of \$38,062,500, representing the remaining fifty percent (50%) of the Commitment Fees, shall be paid on the first Business Day following the Disclosure Statement Approval Date. Payment of the Commitment Fees and the Alternate Transaction Fee, if any, will be made by wire transfer of immediately available funds in U.S. dollars to the account specified by each Investor to the Company at least 24 hours prior to such payment. The Commitment Fees and the Alternate Transaction Fee, if any, will be nonrefundable and non-avoidable when paid. The provision for the payment of the Commitment Fees is an integral part of the transactions contemplated by this Agreement and without this provision the Investors would not have entered into

the Agreement and such Commitment Fees shall constitute an allowed administrative expense of the Company under Section 503(b)(1) and 507(a)(1) of the Bankruptcy Code.

- (j) The Company will reimburse or pay, as the case may be, the out-of-pocket costs and expenses reasonably incurred by each Investor or its Affiliates (which, for the avoidance of doubt, shall not include any Ultimate Purchaser) to the extent incurred on or before the Effective Date (and reasonable post-closing costs and expenses relating to the closing), including reasonable fees, costs and expenses of counsel to each of the Investors or its Affiliates, and reasonable fees, costs and expenses of any other professionals retained by any of the Investors or its Affiliates in connection with the transactions contemplated hereby (including investigating, negotiating and completing such transactions) and the Chapter 11 Cases and other judicial and regulatory proceedings related to such transactions and the Chapter 11 Cases other than costs and expenses relating to any transactions with Ultimate Purchasers and, with respect to expenses that would not otherwise be incurred by the related Investor, Related Purchasers (collectively, "Transaction Expenses"), from and after the commencement of negotiations between such Investor or its Affiliates and the Company with respect to its non-disclosure agreements in connection with the Chapter 11 Cases and/or the transactions contemplated hereby, or in the case of UBS and Merrill, from and after July 30, 2006, in the following manner:
  - (i) to the extent Transaction Expenses are or were incurred prior to December 1, 2006, such Transaction Expenses, in an amount not to exceed \$13,000,000 (which amount does not include Transaction Expenses incurred by ADAH or its Affiliates on or prior to May 17, 2006 in an amount not to exceed \$5,000,000), shall be paid promptly upon the Bankruptcy Court's entry of the Initial Approval Order; provided, that Transaction Expenses incurred by ADAH or its Affiliates on or prior to May 17, 2006 in an amount not to exceed \$5,000,000 shall be paid if and when the effective date of any plan of reorganization for the Company occurs and only if such plan results in holders of Common Stock receiving any recovery under such plan;
  - (ii) to the extent Transaction Expenses are incurred by any Investor on or after December 1, 2006, such Transaction Expenses shall be paid promptly upon submission to the Company of summary statements therefor by such Investor, in each case, without Bankruptcy Court review or further Bankruptcy Court order, whether or not the transactions contemplated hereby are consummated and, in any event, within 30 days of the submission of such statements; and
  - (iii) the filing fee, if any, required to be paid in connection with any filings required to be made by any Investor or its Affiliates under the HSR Act or any other competition laws or regulations shall be paid by the Company on behalf of the Investors or such Affiliate when filings under the HSR

Act or any other competition laws or regulations are made, together with all expenses of the Investors or its Affiliates incurred to comply therewith.

The provision for the payment of the Transaction Expenses is an integral part of the transactions contemplated by this Agreement and without this provision the Investors would not have entered into this Agreement and such Transaction Expenses shall constitute an allowed administrative expense of the Company under Section 503(b)(1) and 507(a)(1) of the Bankruptcy Code. In addition, (i) to the extent permitted under any order authorizing the Debtors to obtain post-petition financing and/or to utilize cash collateral then or thereafter in effect (each a "Financing Order") the Transaction Expenses incurred from and after the date of entry of the Initial Approval Order shall be protected by and entitled to the benefits of the carve-out for professional fees provided in any such Financing Order.

- (k) The Company acknowledges that the Investors and certain persons and entities (collectively, the "Ultimate Purchasers") may enter into one or more agreements (the "Additional Investor Agreements"), pursuant to which such Investor may arrange for one or more Ultimate Purchasers to purchase certain of the Unsubscribed Shares, the Direct Subscription Shares or the Series B Preferred Stock. Each Additional Investor Agreement entered into prior to the Closing Date shall contain the Ultimate Purchaser's agreement to be bound by this Agreement and shall contain a confirmation by such Ultimate Purchaser of the accuracy with respect to it of the representations set forth in Section 4. Each Investor proposing to enter into an Additional Investor Agreement prior to the Closing Date with any Ultimate Purchaser or proposing to transfer Investor Shares to any Related Purchaser in either case which would result in the Maximum Number being exceeded agrees to notify the Company prior to entering into such agreement or effecting such transfer and will not undertake such agreement or effect such transfer without the consent of the Company, which shall not be unreasonably withheld. The Investors agree that with respect to any offer or transfer to an Ultimate Purchaser prior to the Closing Date, they shall not offer any Investor Shares to, or enter into any Additional Investor Agreement with, any person or entity (A) after the initial filing of the Rights Offering Registration Statement with the Commission and (B) that is not a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act; provided that the total number of Investors, Related Purchasers and Ultimate Purchasers pursuant to this Agreement shall not exceed the Maximum Number; provided, further, that nothing in this Agreement shall limit or restrict in any way any Investor's ability to transfer or otherwise dispose of any Investor's Shares or any interest therein after the Closing Date pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements thereunder and pursuant to applicable state securities laws.

3. Representations and Warranties of the Company. Except as set forth in a disclosure letter to be delivered pursuant to Section 5(s) (the "Disclosure Letter"), the Company represents and warrants to, and agrees with, each of the Investors as set forth below. Any item disclosed in a section of the Disclosure Letter shall be deemed disclosed in all other

sections of the Disclosure Letter to the extent the relevance of such disclosure or matter is reasonably apparent and shall qualify the representations and warranties contained in this Section 3. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement shall be deemed made as of the date of delivery of the Disclosure Letter (the "Disclosure Letter Delivery Date") and as of the Closing Date:

- (a) Organization and Qualification. The Company and each of its Significant Subsidiaries has been duly organized and is validly existing in good standing under the laws of its respective jurisdiction of incorporation, with the requisite power and authority to own its properties and conduct its business as currently conducted. Each of the Company and its Subsidiaries has been duly qualified as a foreign corporation or organization for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except to the extent that the failure to be so qualified or be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For the purpose of this Agreement, "Material Adverse Effect" means (i) any material adverse effect on the business, results of operations, liabilities, property or condition (financial or otherwise) of the Company or its Subsidiaries, taken as a whole, or (ii) any material adverse effect on the ability of the Company, subject to the approvals and other authorizations set forth in Section 3(g) below, to consummate the transactions contemplated by this Agreement or the Plan other than, in either case, any effect relating to or resulting from (i) changes in general economic conditions or securities or financial markets in general that do not disproportionately impact the Company and its Subsidiaries; (ii) general changes in the industry in which the Company and its Subsidiaries operate and not specifically relating to, or having a disproportionate effect on, the Companies and its Subsidiaries taken as a whole (relative to the effect on other persons operating in such industry); (iii) any changes in law applicable to the Company or any of its Subsidiaries or any of their respective properties or assets or interpretations thereof by any governmental authority which do not have a disproportionate effect on, the Company and its Subsidiaries; (iv) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism which do not have a disproportionate effect on, the Company and its Subsidiaries; (v) the announcement or the existence of, or compliance with, this Agreement and the transactions contemplated hereby (including without limitation the impact thereof on relationships with suppliers, customers or employees); (vi) any accounting regulations or principles or changes in accounting practices or policies that the Company or its Subsidiaries are required to adopt, including in connection with the audit of the Company's financial statements in accordance with GAAP or any failure to timely file periodic reports or timely prepare financial statements and the costs and effects of completing the preparation of the Company's financial statements and periodic reports; or (vii) any change in the market price or trading volumes of the Company's securities (it being understood for the purposes of this subclause (vii) that any facts underlying such change that are not otherwise covered by the immediately preceding clauses

(i) through (vi) may be taken into account in determining whether or not there has been a Material Adverse Effect). For the purposes of this Agreement, (x) a "Subsidiary" of any person means, with respect to such person, any corporation, partnership, joint venture or other legal entity of which such person (either alone or through or together with any other subsidiary), owns, directly or indirectly, more than 50% of the stock or other equity interests, has the power to elect a majority of the board of directors or similar governing body, or has the power to direct the business and policies, and (y) a "Significant Subsidiary" is a Subsidiary that satisfies the definition contained in Article 1, Rule 1-02 of Regulation S-X promulgated pursuant to the Securities Act of 1933, as amended.

(b) Corporate Power and Authority.

- (i) The Company has or, to the extent executed in the future, will have when executed the requisite corporate power and authority to enter into, execute and deliver this Agreement and each other agreement to which it will be a party as contemplated by this Agreement and the PSA (this Agreement and such other agreements collectively, the "Transaction Agreements") and, subject to entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Rules 6004(h) and 3020(e) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), respectively, to perform its obligations hereunder and thereunder, including the issuance of the Rights and Investor Shares. The Company has taken or will take all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement, including the issuance of the Rights and Investor Shares.
- (ii) Prior to the execution by the Company and filing with the Bankruptcy Court of the Plan, the Company and each Subsidiary entering into the Plan will have the requisite corporate power and authority to execute the Plan and to file the Plan with the Bankruptcy Court and, subject to entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e), to perform its obligations thereunder, and will have taken by the Effective Date all necessary corporate actions required for the due authorization, execution, delivery and performance by it of the Plan.

(c) Execution and Delivery; Enforceability.

- (i) Each Transaction Agreement has been, or prior to its execution and delivery will be, duly and validly executed and delivered by the Company, and, upon the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 6004(h), each such document will constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
- (ii) The Plan will be duly and validly filed with the Bankruptcy Court by the Company and each of its Subsidiaries executing the Plan and, upon the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e), will constitute the valid and binding obligation of the Company and such Subsidiary, enforceable against the Company and such Subsidiaries in accordance with its terms.

- (d) Authorized and Issued Capital Stock. The authorized capital stock of the Company consists of (i) 1,350,000,000 shares of Common Stock and (ii) 650,000,000 shares of preferred stock, par value \$0.10 per share. At the close of business on November 30, 2006 (the "Capital Structure Date") (i) 561,781,500 shares of Common Stock were issued and outstanding, (ii) no shares of the preferred stock were issued and outstanding, (iii) 3,244,317 shares of Common Stock were held by the Company in its treasury, (iv) 85,978,864 shares of Common Stock were reserved for issuance upon exercise of stock options and other rights to purchase shares of Common Stock and vesting of restricted stock units (each, an "Option" and, collectively, the "Options") granted under any stock option or stock-based compensation plan of the Company or otherwise (the "Stock Plans"), and (v) 200,000 shares of Series A participating preferred stock were reserved for issuance pursuant to that certain Rights Agreement by and between the Company and BankBoston, N.A., as Rights Agent, dated as of February 1, 1999, as amended (the "Existing Shareholder Rights Plan"). All issued and outstanding shares of capital stock of the Company and each of its Subsidiaries have been duly authorized and validly issued and are fully paid and nonassessable, and the holders thereof do not have any preemptive rights. Except as set forth in this Section 3(d) or issuances pursuant to the Stock Plans, at the close of business on the Capital Structure Date, no shares of capital stock or other equity securities or voting interest in the Company were issued, reserved for issuance or outstanding. Since the close of business on the Capital Structure Date, no shares of capital stock or other equity securities or voting interest in the Company have been issued or reserved for issuance or become outstanding, other than shares described in clause (iv) of the second sentence of this Section 3(d) that have been issued upon the exercise of outstanding Options granted under the Stock Plans and other than the shares to be issued hereunder or pursuant to the PSA. Except as described in this Section 3(d), and except as will be required by the Plan, neither the Company nor any of its Subsidiaries is party to or otherwise bound by or subject to any outstanding option, warrant, call, subscription or other

right (including any preemptive right), agreement or commitment which (w) obligates the Company or any of its Subsidiaries to issue, deliver, sell or transfer, or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred, or repurchased, redeemed or otherwise acquired, any shares of the capital stock of, or other equity or voting interests in, the Company or any security convertible or exercisable for or exchangeable into any capital stock of, or other equity or voting interest in, the Company, (x) obligates the Company or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking, (y) restricts the transfer of any shares of capital stock of the Company or (z) relates to the voting of any shares of capital stock of the Company. On the Effective Date, the authorized capital stock of the Company and the issued and outstanding shares of capital stock of the Company will conform to the description set forth in the Preferred Term Sheet, the PSA and the Plan. On the Effective Date, the authorized capital stock of the Company shall consist of such number of shares of New Common Stock as shall be set forth in the Amended and Restated Constituent Documents and 34,285,716 shares of new preferred stock. On the Effective Date, assuming consummation of the transactions contemplated by this Agreement: (i) 101,000,000 shares of New Common Stock will be outstanding; (ii) 8,571,429 shares of Series A-1 Preferred Stock will be issued and outstanding; (iii) 8,571,429 shares of Series A-2 Preferred Stock will be issued and outstanding; and (iv) 17,142,858 shares of Series B Preferred Stock will be issued and outstanding.

- (e) Issuance. The Investor Shares to be issued and sold by the Company to the Investors hereunder, when the Investor Shares are issued and delivered against payment therefor by the Investors hereunder, shall have been duly and validly authorized, issued and delivered and shall be fully paid and non-assessable, and free and clear of all Taxes, liens, preemptive rights, rights of first refusal, subscription and similar rights, other than (i) any rights contained in the terms of the Preferred Shares as set forth in the Company's Certificate of Incorporation and (ii) any rights contained in any shareholders agreement to which one or more of the Investors shall be a party.
- (f) No Conflict. Subject to the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, the distribution of the Rights, the sale, issuance and delivery of the Shares upon exercise of the Rights, the consummation of the Rights Offering by the Company and the execution and delivery (or, with respect to the Plan, the filing) by the Company of the Transaction Agreements and the Plan and compliance by the Company with all of the provisions hereof and thereof and the Preferred Term Sheet and the PSA and the consummation of the transactions contemplated herein and therein (including compliance by each Investor with its obligations hereunder and thereunder) (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent to be specified in the Plan, in the

acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of its Subsidiaries is subject, (ii) will not result in any violation of the provisions of the Certificate of Incorporation or Bylaws of the Company or any of its Subsidiaries, (iii) will not result in any material violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their properties, and (iv) will not trigger the distribution under the Existing Shareholders Rights Plan of Rights Certificates (as defined therein) or otherwise result in any Investor being or becoming an Acquiring Person, except in any such case described in subclause (i) for any conflict, breach, violation, default, acceleration or lien which has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (g) Consents and Approvals. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their properties is required for the distribution of the Rights, the sale, issuance and delivery of Shares upon exercise of the Rights or the Investor Shares to each Investor hereunder and the consummation of the Rights Offering by the Company and the execution and delivery by the Company of the Transaction Agreements or the Plan and performance of and compliance by the Company with all of the provisions hereof and thereof and the Preferred Term Sheet and the PSA and the consummation of the transactions contemplated herein and therein, except (i) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (ii) the registration under the Securities Act of the issuance of the Rights and the Shares pursuant to the exercise of Rights, (iii) filings with respect to and the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any other comparable laws or regulations in any foreign jurisdiction relating to the sale or issuance of Investor Shares to the Investors, (iv) the filing with the Secretary of State of the State of Delaware of the Certificate of Incorporation to be applicable to the Company from and after the Effective Date and (v) such consents, approvals, authorizations, registrations or qualifications (x) as may be required under the rules and regulations of the New York Stock Exchange or the Nasdaq Stock Exchange to consummate the transactions contemplated herein, (y) as may be required under state securities or Blue Sky laws in connection with the purchase of the Investor Shares by the Investors or the distribution of the Rights and the sale of Shares to Eligible Holders or (z) the absence of which will not have or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (h) Arm's Length. The Company acknowledges and agrees that the Investors are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person or entity. Additionally, the Investors are not advising the Company or any other person or entity as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Investors shall have no responsibility or liability to the Company, its Affiliates, or their respective shareholders, directors, officers, employees, advisors or other representatives with respect thereto. Any review by the Investors of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Investors and shall not be on behalf of the Company, its Affiliates, or their respective shareholders, directors, officers, employees, advisors or other representatives and shall not affect any of the representations or warranties contained herein or the remedies of the Investors with respect thereto.
- (i) Financial Statements. The financial statements and the related notes of the Company and its consolidated Subsidiaries included or incorporated by reference in the Company SEC Documents, and to be included or incorporated by reference in the Disclosure Statement and the Rights Offering Registration Statement and the Rights Offering Prospectus, comply or will comply, as the case may be, in all material respects with the applicable requirements of the Securities Act, the Securities Exchange Act of 1934, as amended, and the rules and regulation of the Commission thereunder (the "Exchange Act") and the Bankruptcy Code, as applicable, and present fairly or will present fairly in all material respects the financial position, results of operations and cash flows of the Company and its Subsidiaries as of the dates indicated and for the periods specified; such financial statements have been prepared in conformity with U.S. generally accepting accounting principles ("GAAP") applied on a consistent basis throughout the periods covered thereby (except as disclosed in the Company SEC Documents filed prior to the date hereof), and the supporting schedules included or incorporated by reference in the Company SEC Documents, and to be included or incorporated by reference in the Disclosure Statement, the Rights Offering Registration Statement and the Rights Offering Prospectus, present fairly or will present fairly the information required to be stated therein; and the other financial information included or incorporated by reference in the Company SEC Documents, and to be included or incorporated by reference in the Disclosure Statement, Rights Offering Registration Statement and the Rights Offering Prospectus, has been or will be derived from the accounting records of the Company and its Subsidiaries and presents fairly or will present fairly the information shown thereby; and the pro forma financial information and the related notes included or incorporated by reference in the Company SEC Documents, and to be included or incorporated by reference in the Disclosure

Statement, Rights Offering Registration Statement and the Rights Offering Prospectus, have been or will be prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Company SEC Documents and will be set forth in the Disclosure Statement, Rights Offering Registration Statement and the Rights Offering Prospectus.

- (j) Company SEC Documents and Disclosure Statement. Except for the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2006, (which has not been filed as of the date hereof) the Company has filed all required reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein) with the Commission ("Company SEC Documents"). As of their respective dates, each of the Company SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act and the rules and regulations of the Commission promulgated thereunder applicable to such Company SEC Documents. The Company has filed with the Commission all "material contracts" (as such term is defined in Item 601(b)(10) of Regulation S-K under the Exchange Act) that are required to be filed as exhibits to the Company SEC Documents. No Company SEC Document filed after December 31, 2005, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Disclosure Statement, when submitted to the Bankruptcy Court and upon confirmation and effectiveness, will conform in all material respects to the requirements of the Bankruptcy Code. The Disclosure Statement, when submitted to the Bankruptcy Court and upon confirmation and effectiveness, and any future Company SEC Documents filed with the Commission prior to the Closing Date, when filed, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.
- (k) Rights Offering Registration Statement and Rights Offering Prospectus. The Rights Offering Registration Statement or any post-effective amendment thereto, as of the Securities Act Effective Date, will comply in all material respects with the Securities Act, and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and as of the applicable filing date of the Rights Offering Prospectus and any amendment or supplement thereto and as of the Closing Date, the Rights Offering Prospectus will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. On the Distribution Date and the Expiration Date, the Investment Decision Package will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the

circumstances under which they were made, not misleading. Each Issuer Free Writing Prospectus, at the time of use thereof, when considered together with the Investment Decision Package, will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Each Preliminary Rights Offering Prospectus, at the time of filing thereof, will comply in all material respects with the Securities Act and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the Company makes no representation and warranty with respect to any statements or omissions made in reliance on and in conformity with information relating to each Investor or the Ultimate Purchasers furnished to the Company in writing by such Investor or the Ultimate Purchasers expressly for use in the Rights Offering Registration Statement and the Rights Offering Prospectus and any amendment or supplement thereto.

For the purposes of this Agreement, (i) the term "Rights Offering Registration Statement" means the Registration Statement to be filed with the Commission relating to the Rights Offering, including all exhibits thereto, as amended as of the Securities Act Effective Date, and any post-effective amendment thereto that becomes effective; (ii) the term "Rights Offering Prospectus" means the final prospectus contained in the Rights Offering Registration Statement at the Securities Act Effective Date (including information, if any, omitted pursuant to Rule 430A and subsequently provided pursuant to Rule 424(b) under the Securities Act ), and any amended form of such prospectus provided under Rule 424(b) under the Securities Act or contained in a post-effective amendment to the Rights Offering Registration Statement; (iii) the term "Investment Decision Package" means the Rights Offering Prospectus, together with any Issuer Free Writing Prospectus used by the Company to offer the Shares to Eligible Holders pursuant to the Rights Offering, (iv) the term "Issuer Free Writing Prospectus" means each "issuer free writing prospectus" (as defined in Rule 433 of the rules promulgated under the Securities Act) prepared by or on behalf of the Company or used or referred to by the Company in connection with the Rights Offering, (v) the term "Preliminary Rights Offering Prospectus" means each prospectus included in the Rights Offering Registration Statement (and any amendments thereto) before it becomes effective, any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act and the prospectus included in the Rights Offering Registration Statement, at the time of effectiveness that omits information permitted to be excluded under Rule 430A under the Securities Act; and (vi) "Securities Act Effective Date" means the date and time as of which the Rights Offering Registration Statement, or the most recent post-effective amendment thereto, was declared effective by the Commission.

- (1) Free Writing Prospectuses. Each Issuer Free Writing Prospectus will conform in all material respects to the requirements of the Securities Act as of the date of first

use or as otherwise provided for in Rule 433 under the Securities Act, and the Company will comply with all prospectus delivery and all filing requirements applicable to such Issuer Free Writing Prospectus under the Securities Act. The Company has retained in accordance with the Securities Act all Issuer Free Writing Prospectuses that were not required to be filed pursuant to the Securities Act.

- (m) Absence of Certain Changes. Since December 31, 2005, other than as disclosed in the Company SEC Documents filed prior to the date hereof, and except for actions to be taken pursuant to the Transaction Agreements and the Plan:
- (i) there has not been any change in the capital stock from that set forth in Section 3(d) or any material change in long-term debt of the Company or any of its Subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock;
  - (ii) no event, fact or circumstance has occurred which has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
  - (iii) neither the Company nor any of its Subsidiaries has made any changes with respect to accounting policies or procedures, except as required by law or changes in GAAP;
  - (iv) neither the Company nor any of its Subsidiaries has paid, discharged, waived, compromised, settled or otherwise satisfied any material Legal Proceeding, whether now pending or hereafter brought, (A) at a cost materially in excess of the amount accrued or reserved for it in the Company SEC Documents filed prior to the date hereof, (B) pursuant to terms that impose material adverse restrictions on the business of the Company and its Subsidiaries as currently conducted or (C) on a basis that reveals a finding or an admission of a material violation of law by the Company or its Subsidiaries;
  - (v) other than in the ordinary course of business, neither the Company nor any of its Subsidiaries has (A) made, changed or revoked any material Tax election, (B) entered into any settlement or compromise of any material Tax liability, (C) filed any amended Tax Return with respect to any material Tax, (D) changed any annual Tax accounting period, (E) entered into any closing agreement relating to any material Tax, (F) knowingly failed to claim a material Tax refund for which it is entitled, or (G) made material changes to their Tax accounting methods or principles;
  - (vi) there has not been (A) any increase in the base compensation payable or to become payable to the officers or employees of the Company or any of its Subsidiaries with annual base compensation in excess of \$500,000 (except

for compensation increases in the ordinary course of business and consistent with past practice) or (B) except in the ordinary course of business and consistent with past practice, any establishment, adoption, entry into or material amendment of any collective bargaining, bonus, profit sharing, thrift, compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any director, or for the benefit of a group of employees or for any individual officer or employee with annual base compensation in excess of \$500,000, in each case;

- (vii) except in a manner consistent with the Company's transformation plan previously disclosed in the Company SEC Documents filed prior to the date hereof, (the "Transformation Plan") neither the Company nor any of its Subsidiaries have sold, transferred, leased, licensed or otherwise disposed of any assets or properties material to the Company and its Subsidiaries, taken as a whole, except for (A) sales of inventory in the ordinary course of business consistent with past practice and (B) leases or licenses entered into in the ordinary course of business consistent with past practice; and
- (viii) except in a manner consistent with the Transformation Plan, neither the Company nor any of its Subsidiaries have acquired any business or entity material to the Company and its Subsidiaries, taken as a whole, by merger or consolidation, purchase of assets or equity interests, or by any other manner, in a single transaction or a series of related transactions, or entered into any contract, letter of intent or similar arrangement (whether or not enforceable) with respect to the foregoing.
- (n) Descriptions of the Transaction Agreement. The statements in the Rights Offering Registration Statement and the Rights Offering Prospectus insofar as they purport to constitute summaries of each of the Transaction Agreements, the Plan, the Initial Approval Order and the Confirmation Order, or the terms of statutes, rules or regulations, legal or governmental proceedings or contracts, will constitute accurate summaries in all material respects.
- (o) No Violation or Default; Compliance with Laws. Neither the Company nor any of its Significant Subsidiaries is in violation of its charter or by-laws or similar organizational documents. Neither the Company nor any of its Subsidiaries is, except as a result of the Chapter 11 Cases or the failure to file its Quarterly Report on Form 10-Q for the period ended September 30, 2006, in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of its Subsidiaries is subject, except for any such default that has not had and would not reasonably be expected

to have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is, or has been at any time since January 1, 2002, in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except for any such violation that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (p) Legal Proceedings. Except as described in the Company SEC Documents filed prior to the date hereof, there are no legal, governmental or regulatory actions, suits, proceedings or, to the knowledge of the Company, investigations pending to which the Company or any of its Subsidiaries is or may be a party or to which any property of the Company or any of its Subsidiaries is or may be the subject that, individually or in the aggregate, has had or, if determined adversely to the Company or any of its Subsidiaries, would reasonably be expected to have a Material Adverse Effect, and no such actions, suits or proceedings or, to the knowledge of the Company, investigations are pending, threatened or contemplated, by any governmental or regulatory authority or by others. There are no current or pending legal, governmental or regulatory actions, suits or proceedings that are required under the Exchange Act to be described in the Company SEC Documents or the Rights Offering Registration Statement or Rights Offering Prospectus that are not or will not be so described, and there are no statutes, regulations or contracts or other documents that are required under the Exchange Act to be filed as exhibits to the Company SEC Documents or the Rights Offering Registration Statement or Rights Offering Prospectus or described in the Company SEC Documents or the Rights Offering Registration Statement or Rights Offering Prospectus that are not so filed or described.
- (q) Independent Accountants. Ernst & Young LLP ("E&Y"), the Company's public accountants, are independent public accountants with respect to the Company and its Subsidiaries as required by the Securities Act.
- (r) Labor Relations. Except as set forth in the Company SEC Documents filed prior to the date hereof:
  - (i) neither the Company nor any of its Subsidiaries is a party to, or bound by, any material collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization (other than contracts or other agreements or understandings with labor unions or labor organizations in connection with products and services offered and sold to such unions and organizations by the Company or its Subsidiaries);
  - (ii) neither the Company nor any of its Subsidiaries is the subject of any proceeding asserting that it or any Subsidiary has committed an unfair labor practice or sex, age, race or other discrimination or seeking to compel it to bargain with any labor organization as to wages or conditions of employment, which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect;

- (iii) there are no material current or, to the knowledge of the Company, threatened organizational activities or demands for recognition by a labor organization seeking to represent employees of the Company or any Subsidiary and no such activities have occurred during the past 24 months;
  - (iv) no grievance, arbitration, litigation or complaint or, to the knowledge of the Company, investigations relating to labor or employment matters is pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries which, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
  - (v) the Company and each of its Subsidiaries has complied and is in compliance in all respects with all applicable laws (domestic and foreign), agreements, contracts, and policies relating to employment, employment practices, wages, hours, and terms and conditions of employment and is not engaged in any material unfair labor practice as determined by the National Labor Relations Board (or any foreign equivalent) except where the failure to comply has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
  - (vi) the Company has complied in all respects with its payment obligations to all employees of the Company and its Subsidiaries in respect of all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to such employees under any Company policy, practice, agreement, plan, program or any statute or other law, except to the extent that any noncompliance, either individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect; and
  - (vii) the Company has complied and is in compliance in all material respects with its obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988 (and any similar state or local law) to the extent applicable, and all material other employee notification and bargaining obligations arising under any collective bargaining agreement or statute.
- (s) Title to Intellectual Property. The Company and its Subsidiaries own or possess valid and enforceable rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) (collectively, "Intellectual Property") used in the conduct of their respective businesses other than Intellectual Property, the failure to own or possess which has not had and would not reasonably be expected to have, individually or in the aggregate, Material Adverse Effect. All registrations with and applications to governmental or regulatory authorities in respect of such Intellectual Property are valid and in full force and effect, have not, except in

accordance with the ordinary course practices of the Company and its Subsidiaries, lapsed, expired or been abandoned (subject to the vulnerability of a registration for trademarks to cancellation for lack of use), are not the subject of any opposition filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry. The consummation of the transaction contemplated hereby and by the Plan will not result in the loss or impairment of any rights to use such Intellectual Property or obligate any of the Investors to pay any royalties or other amounts to any third party in excess of the amounts that would have been payable by Company and its Subsidiaries absent the consummation of this transactions. The Company and its Subsidiaries have taken reasonable security measures to protect the confidentiality and value of its and their trade secrets (or other Intellectual Property for which the value is dependent upon its confidentiality), and no such information, has been misappropriated or the subject of an unauthorized disclosure, except to the extent that such misappropriation or unauthorized disclosure has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its Subsidiaries have not received any notice that it is or they are, in default (or with the giving of notice or lapse of time or both, would be in default) under any contract relating to such Intellectual Property. No Intellectual Property rights of the Company or its Subsidiaries are being infringed by any other person, except to the extent that such infringement has not had and would not have, individually or in the aggregate, a Material Adverse Effect. The conduct of the businesses of the Company and its Subsidiaries will not conflict in any respect with any Intellectual Property rights of others, and the Company and its Subsidiaries have not received any notice of any claim of infringement or conflict with any such rights of others which has had or would in any such case be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

- (t) Title to Real and Personal Property. The Company and its Subsidiaries have good and marketable title to all real property owned by the Company and its Subsidiaries and good title to all other tangible and intangible properties (other than Intellectual Property covered by Section 3(s)) owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (i) are described in the consolidated balance sheets included in the Company SEC Documents filed prior to the date hereof or (ii) individually and in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. All of the leases and subleases to which the Company or its Subsidiaries are a party are in full force and effect and enforceable by the Company or such Subsidiary in accordance with their terms, and neither the Company nor any Subsidiary has received any notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased property by under any such lease or sublease, except where any such claim or failure to be

enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (u) No Undisclosed Relationships. As of the date hereof, no relationship, direct or indirect, exists between or among the Company or any of its Subsidiaries, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or any of its Subsidiaries, on the other, that is required by the Exchange Act to be described in the Company SEC Documents and that are not so described, except for the transactions pursuant to this Agreement.
- (v) Investment Company Act. As of the date hereof, the Company is not and, after giving effect to the consummation of the Plan, including the offering and sale of the Investor Shares and Shares upon exercise of Rights, and the application of the proceeds thereof, will not be required to register as an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.
- (w) Licenses and Permits. The Company and its Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Company SEC Documents except any such licenses, certificates, permits or authorization the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as described in the Company SEC Documents filed prior to the date hereof and except as, individually and in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, neither the Company nor any of its Subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.
- (x) Compliance with Environmental Laws.
  - (i) The Company and its Subsidiaries have complied and are in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, decisions and orders, including all civil and common law, relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws");
  - (ii) the Company and its Subsidiaries have (a) received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses, (b) are not subject to any action to revoke, terminate, cancel, limit, amend or

appeal any such permits, licenses or approvals, and (c) have paid all fees, assessments or expenses due under any such permits, licenses or approvals;

- (iii) the Company and its Subsidiaries have not received notice from any governmental authority of any actual or potential liability for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, or for any violation of Environmental Laws;
- (iv) there are no facts, circumstances or conditions relating to the past or present business or operations of the Company, its Subsidiaries or any of their predecessors (including the disposal of any hazardous or toxic substances or wastes, pollutants or contaminants), or to any real property currently or formerly owned or operated by the Company, its Subsidiaries or any of their predecessors, that would reasonably be expected to give rise to any claim, proceeding or action, or to any liability, under any Environmental Law;
- (v) neither the Company nor any of its Subsidiaries has agreed to assume or accept responsibility for, by contract or otherwise, any liability of any other person under Environmental Laws;
- (vi) neither the Company nor any of its Subsidiaries is required or reasonably expected to incur material capital expenditures during the current and the subsequent five fiscal years to reach or maintain compliance with existing or reasonably anticipated Environmental Laws;
- (vii) none of the transactions contemplated under this Agreement will give rise to any obligations to obtain the consent of or provide notice to any governmental or regulatory authority under any Environmental Laws; and
- (viii) none of the Company, nor any of its subsidiaries nor their respective predecessors has manufactured, marketed, distributed, or sold asbestos or any products containing asbestos.

except, in the case of each of subclauses (i) through (vi) and in subclause (viii) above, as disclosed in the Company SEC Documents filed prior to the date hereof, as have been, as of the date of this Agreement, adequately provided for in accordance with GAAP in the financial statements of the Company included in the Company SEC Documents filed prior to the date hereof, or as, individually and in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(y) Tax Matters. Except as described in the Company SEC Documents filed with the Commission prior to the date hereof:

- (i) The Company has timely filed or caused to be timely filed (taking into account any applicable extension of time within which to file) with the appropriate taxing authorities all material tax returns, statements, forms

and reports (including elections, declarations, disclosures, schedules, estimates and information Tax Returns) for Taxes ("Tax Returns") that are required to be filed by, or with respect to, the Company and its Subsidiaries on or prior to the Closing Date. The Tax Returns accurately reflect all material liability for Taxes of the Company and its Subsidiaries for the periods covered thereby;

- (ii) all material Taxes and Tax liabilities due by or with respect to the income, assets or operations of the Company and its Subsidiaries for all taxable years or other taxable periods that end on or before the Closing Date have been or will, prior to the Closing, be timely paid in full or accrued and fully provided for in accordance with GAAP on the financial statements of the Company included in the Company SEC Documents;
- (iii) neither the Company nor any of its Subsidiaries has received any written notices from any taxing authority relating to any material issue that has not been adequately provided for in accordance with GAAP in the financial statements of the Company included in the Company SEC Documents filed prior to the date hereof;
- (iv) all material Taxes which the Company and each or any of its Subsidiaries is (or was) required by law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid to the proper authorities to the extent due and payable;
- (v) neither the Company nor any of its subsidiaries has been included in any "consolidated," "unitary" or "combined" Tax Return provided for under the law of the United States, any foreign jurisdiction or any state or locality with respect to Taxes for any taxable period for which the statute of limitations has not expired (other than a group of which the Company and/or its subsidiaries are the only members);
- (vi) except for the tax sharing allocations and similar agreements entered into with GM at the time of the spin-off, there are no tax sharing, allocation, indemnification or similar agreements in effect as between the Company or any of its Subsidiaries or any predecessor or affiliate thereof and any other party (including any predecessors or affiliates thereof) under which the Company or any of its Subsidiaries would be liable for any material Taxes or other claims of any party;
- (vii) the Company has not been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code at any time during the five-year period ending on the date hereof; and

- (viii) the Company is not a party to any agreement other than certain Change In Control Agreements in the Company SEC Documents filed prior to the date hereof that would require the Company or any affiliate thereof to make any material payment that would constitute an "excess parachute payment" for purposes of Sections 280G and 4999 of the Code.

For purposes of this Agreement, "Taxes" shall mean all taxes, assessments, charges, duties, fees, levies or other governmental charges, including, without limitation, all federal, state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, property, excise, severance, windfall profits, stamp, license, payroll, social security, withholding and other taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest and shall include any liability for such amounts as a result either of being a member of a combined, consolidated, unitary or affiliated group or of a contractual obligation to indemnify any person or other entity.

(z) Compliance With ERISA.

- (i) Correct and complete copies of the following documents, with respect to all material domestic and foreign benefit and compensation plans, programs, contracts, commitments, practices, policies and arrangements, whether written or oral, that have been established, maintained or contributed to (or with respect to which an obligation to contribute has been undertaken) or with respect to which any potential liability is borne by the Company or any of its Subsidiaries, including, but not limited to, "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and deferred compensation, stock option, stock purchase, restricted stock, stock appreciation rights, stock based, incentive and bonus plans (the "Company Plans"), have been or will be delivered or made available to the Investors by the Company, to the extent applicable:
  - (i) all material Company Plan documents, together with all amendments and attachments thereto (including, in the case of any Company Plan not set forth in writing, a written description thereof); (ii) all material trust documents, declarations of trust and other documents establishing other funding arrangements, and all amendments thereto and the latest financial statements thereof; (iii) the most recent annual report on IRS Form 5500 for each of the past three years and all schedules thereto and the most recent actuarial report; (iv) the most recent IRS determination letter; (v) summary plan descriptions and summaries of material modifications; and (vi) the two most recently prepared actuarial valuation reports.
- (ii) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or except as described in the Company SEC Documents filed prior to the date hereof:

(A) each Company Plan, other than any "multiemployer plans" within the meaning of Section 3(37) of ERISA ("Multiemployer Plans"), is in compliance with ERISA, the Internal Revenue Code of 1986, as amended (the "Code") and other applicable laws; (B) each Company Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS covering all Tax law changes prior to the Economic Growth and Tax Relief Reconciliation Act of 2001 or has applied to the IRS for such favorable determination within the applicable remedial amendment period under Section 401(b) of the Code, and the Company is not aware of any circumstances likely to result in the loss of the qualification of such Company Plan under Section 401(a) of the Code; (C) no liability under Subtitle C or D of Title IV of ERISA has been or is reasonably expected to be incurred by the Company or any of its Subsidiaries with respect to any ongoing, frozen or terminated "single-employer plan," within the meaning of Section 4001(a)(15) of ERISA ("Single-Employer Plan") currently maintained or contributed to (or with respect to which an obligation to contribute has been undertaken), or the Single-Employer Plan of any entity which is considered one employer with the Company under Section 4001 of ERISA or Section 414 of the Code (a "Company ERISA Affiliate"); (D) the Company and its Subsidiaries have not incurred any withdrawal liability (including any contingent or secondary withdrawal liability) with respect to a Multiemployer Plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of a Company ERISA Affiliate) that has not been satisfied in full and no condition or circumstance has existed that presents a risk of the occurrence of any withdrawal from or the partition, termination, reorganization or insolvency of any such Multiemployer Plan; (E) no notice of a "reportable event," within the meaning of Section 4043 of ERISA has occurred or is expected to occur for any Company Plan or by any Company ERISA Affiliate; (F) all contributions required to be made under the terms of any Company Plan have been timely made or have been reflected in the financial statements of the Company included in the Company SEC Reports filed prior to the date hereof; and (G) there has been no amendment to, announcement by the Company or any of its Subsidiaries relating to, or change in employee participation or coverage under, any Company Plan which would increase the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year.

- (iii) Except as disclosed in the Company SEC Documents filed prior to the date hereof: (A) neither any Company Plan nor any Single-Employer Plan of a Company ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and neither the Company nor any of its Subsidiaries nor any Company ERISA Affiliate has applied for or obtained a funding waiver; (B) the Company expects that required minimum contributions to any Company Plan under Section 412 of the Code will not be materially

increased by application of Section 412(l) of the Code; (C) neither the Company nor any of its Subsidiaries has provided, or is required to provide, security to any Company Plan or to any Single-Employer Plan of a Company ERISA Affiliate pursuant to Section 401(a)(29) of the Code; and (D) neither the execution of this Agreement, stockholder approval of this Agreement nor the consummation of the transactions contemplated hereby will limit or restrict the right of the Company to merge, amend or terminate any of the Company Plans.

- (aa) Internal Control Over Financial Reporting. Except as set forth in the Company SEC Documents filed prior to the date hereof, the Company and its Subsidiaries (i) make and keep books and records that accurately and fairly represent the Company's transactions, and (ii) maintain and have maintained effective internal control over financial reporting as defined in Rule 13a-15 under the Exchange Act and a system of internal accounting controls sufficient to provide reasonable assurance that: (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has disclosed, based on the most recent evaluation of its chief executive officer and its chief financial officer prior to the date hereof, to the Company's auditors and the audit committee of the Company's board of directors (i) any significant deficiencies in the design or operation of its internal controls over financial reporting that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and has identified for the Company's auditors and the audit committee of the Company's board of directors any material weaknesses in internal control over financial reporting and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.
- (bb) Disclosure Controls and Procedures. Except as disclosed in the Company SEC Documents filed prior to the date hereof, the Company maintains disclosure controls and procedures required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the Commission and other public disclosure documents.
- (cc) Insurance. The Company and its Subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are customary for companies whose businesses are similar to the Company and its Subsidiaries. Neither the Company nor any of its

Subsidiaries has (i) received written notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

- (dd) No Unlawful Payments. Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its Subsidiaries has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in each case other than clause (iii) that has been or would reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.
- (ee) Compliance with Money Laundering Laws. The Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to Money Laundering Laws is pending or, to the knowledge of the Company, threatened.
- (ff) Compliance with Sanctions Laws. Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"). The Company will not directly or indirectly use the proceeds of the Rights Offering or the sale of the Investor Shares, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person that, to the Company's knowledge, is currently subject to any U.S. sanctions administered by OFAC.
- (gg) No Restrictions on Subsidiaries. Except as described in the Company SEC Documents filed prior to the date hereof or otherwise set forth in the record of the Chapter 11 Cases on or prior to the date hereof, and subject to the Bankruptcy Code, no Subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from

paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's properties or assets to the Company or any other Subsidiary of the Company.

- (hh) No Broker's Fees. Neither the Company nor any of its Subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Investors for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the sale of the Investor Shares.
- (ii) No Registration Rights. Except as provided for pursuant to the registration rights agreement contemplated by Section 8(c)(iv), no person has the right to require the Company or any of its Subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Rights Offering Registration Statement with the Commission or in connection with Rights Offering or the sale of the Investor Shares.
- (jj) No Stabilization. The Company has not taken and will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares.
- (kk) Margin Rules. Neither the issuance, sale and delivery of the Rights or the Shares in connection with Rights Offering or the sale of the Investor Shares nor the application of the proceeds thereof by the Company as to be described in the Rights Offering Registration Statement and the Rights Offering Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.
- (ll) Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Company SEC Documents has been made or reaffirmed, and in the case of the Rights Offering Registration Statement and the Rights Offering Prospectus, will be made or reaffirmed, without a reasonable basis or has been disclosed other than in good faith.
- (mm) Statistical and Market Data. Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data to be included in the Disclosure Statement, Rights Offering Registration Statement and the Rights Offering Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.
- (nn) Rights Agreement. The Board of Directors of the Company has taken all necessary action to render the Existing Shareholder Rights Plan inapplicable to the sale and issuance of the Investor Shares and the other transactions contemplated hereby and by the Preferred Term Sheet, the Plan and the

Transaction Agreements (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser).

- (oo) Takeover Statutes; Charter. The Board of Directors of the Company has taken all such action necessary to render the restrictions contained in Section 203 of the General Corporation Law of the State of Delaware (the "DGCL") and Article IX of the Company's Certificate of Incorporation inapplicable to the Investors and the sale and issuance of the Investor Shares and the other transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the Plan and the Transaction Agreements (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser). Except for Section 203 of the DGCL (which has been rendered inapplicable), no other "fair price," "moratorium," "control share acquisition", "business combination" or other similar anti-takeover statute or regulation (a "Takeover Statute") is applicable to the Company, the Common Stock, the Shares, the sale and issuance of the Investor Shares or the other transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the Plan and the Transaction Agreements. Other than Article IX of the Company's Certificate of Incorporation, which has been rendered inapplicable, no anti-takeover provision in the Company's certificate of incorporation or by-laws is applicable to the Company, the Common Stock, the Shares, the sale and issuance of the Investor Shares or the other transactions contemplated by the Preferred Term Sheet, the Plan or the Transaction Agreements.
4. Representations and Warranties of the Investors. Each Investor represents and warrants as to itself only, and agrees with the Company, severally and not jointly, as set forth below. Each such representation, warranty and agreement is made as of the date hereof and as of the Closing Date.
- (a) Incorporation. The Investor has been duly organized and, if applicable, is validly existing as a corporation, limited partnership or limited liability company, in good standing under the laws of the jurisdiction of its incorporation or organization.
- (b) Corporate Power and Authority. The Investor has the requisite corporate, limited partnership or limited liability company power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary corporate, limited partnership or limited liability company action required for the due authorization, execution, delivery and performance by it of this Agreement .
- (c) Execution and Delivery. This Agreement has been duly and validly executed and delivered by the Investor and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.
- (d) No Registration. The Investor understands that the Investor Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the

accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto.

- (e) Investment Intent. The Investor is acquiring the Investor Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities laws, and such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same, except in compliance with applicable securities laws. Notwithstanding the foregoing, as to ADAH, subject to the provisions of Sections 2(a), 2(b) and 2(k), the Company acknowledges that ADAH may provide for a participation interest or other arrangement whereby the economic benefits of ownership of the Series A-2 Preferred Stock are shared with Merrill and Harbinger or their Affiliates, but ADAH shall not, pursuant to such arrangements, transfer any voting or investment power or control over the Series A-2 Preferred Stock.
- (f) Securities Laws Compliance. The Investor Shares will not be offered for sale, sold or otherwise transferred by the Investor except pursuant to a registration statement or in a transaction exempt from, or not subject to, registration under the Securities Act and any applicable state securities laws and any sale or placement of Investor Shares pursuant to Sections 2(a), 2(b) or 2(k) will not affect the validity of the private placement to the Investors under this Agreement.
- (g) Sophistication. The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Investor Shares being acquired hereunder. The Investor is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act. The Investor understands and is able to bear any economic risks associated with such investment (including, without limitation, the necessity of holding the Investor Shares for an indefinite period of time).
- (h) No Conflict. The execution and delivery by the Investor of each of the Transaction Agreements to which it is a party and the compliance by the Investor with all of the provisions hereof and thereof and the Preferred Term Sheet and the PSA and the consummation of the transactions contemplated herein and therein (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Investor is a party or by which the Investor is bound or to which any of the property or assets of the Investor or any of its Subsidiaries is subject, (ii) will not result in any violation of the provisions of the certificate of incorporation or bylaws or similar governance documents of the Investor, and (iii) will not result in any material violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Investor or any of their

properties, except in any such case described in subclause (i) for any conflict, breach, violation, default, acceleration or lien which has not and would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.

- (i) Consents and Approvals. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over the Investor or any of its properties is required to be obtained or made by the Investor for the purchase of the Investor Shares hereunder and the execution and delivery by the Investor of this Agreement or the Transaction Agreements to which it is a party and performance of and compliance by the Investor with all of the provisions hereof and thereof and the Preferred Term Sheet and the PSA and the consummation of the transactions contemplated herein and therein, except filings with respect to and the expiration or termination of the waiting period under the HSR Act or any comparable laws or regulations in any foreign jurisdiction relating to the purchase of Investor Shares and except for any consent, approval, authorization, order, registration or qualification which, if not made or obtained, has not and would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.
- (j) Arm's Length. The Investor acknowledges and agrees that the Company is acting solely in the capacity of an arm's length contractual counterparty to the Investor with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering). Additionally, the Investor is not relying on the Company for any legal, tax, investment, accounting or regulatory advice, except as specifically set forth in this Agreement. The Investor shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby.
- (k) No Violation or Default; Compliance with Laws. The Investor is not in default, and no event has occurred that , with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Investor is a party or by which the Investor is bound or to which any of the property or assets of the Investor is subject, individually or in the aggregate, that would prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement. The Investor is not and has not been at any time since January 1, 2002, in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except for any such violation that has not and would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.

- (l) Legal Proceedings. There are no actions, suits or proceedings to which the Investor is a party or to which any property of the Investor is the subject that, individually or in the aggregate, has or, if determined adversely to the Investor, would reasonably be expected to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement and no such actions, suits or proceedings are threatened or, to the knowledge of the Investor, contemplated and, to the knowledge of the Investor, no investigations are threatened by any governmental or regulatory authority or threatened by others that has or would reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.
  - (m) No Broker's Fees. The Investor is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the sale of the Investor Shares.
  - (n) No Undisclosed Written Agreements. The Investor has not entered into any material written agreements between or among the Investors directly relating to such Investor's Investor Shares or the performance of the Transaction Agreements, and any such written agreement hereafter entered into will be disclosed promptly to the Company.
  - (o) Available Funds. To the extent the Investor is ADAH, Dolce or Harbinger, the Investor has provided the Company with a true and complete copy of an executed commitment letter from the parties signatory thereto to provide equity financing to such Investor (the "Equity Commitment Letter"). Each such Investor represents as to itself that its Equity Commitment Letter is in full force and effect and is a valid and binding obligation of the parties thereto enforceable in accordance with its terms except as the enforcement thereof is subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors rights and to general equitable principles. The Equity Commitment Letters are not subject to any condition or contingency with respect to financing that is not set forth in such letter other than the terms and conditions of this Agreement.
5. Additional Covenants of the Company. The Company agrees with each of the Investors as set forth below.
- (a) Initial Approval Motion and Initial Approval Order. The Company agrees that it shall use reasonable best efforts to cause the Initial Approval Order to become a Final Approval Order as soon as practicable following the filing of the Approval Motion.
  - (b) Plan and Disclosure Statement. The Company shall authorize, execute, file with the Bankruptcy Court and seek confirmation of, a Plan (and a related disclosure

statement (the "Disclosure Statement") (i) the terms of which are consistent with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement, and with such other terms that, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, however, that prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce of such other terms shall be each in its sole discretion, (ii) that provides for the release and exculpation of each Investor, its Affiliates, shareholders, partners, directors, officers, employees and advisors from liability for participation in the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan to the fullest extent permitted under applicable law and (iii) that has conditions to confirmation and the Effective Date of the Plan (and to what extent any such conditions can be waived and by whom) that are consistent with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement and with such other terms that, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, however, that prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce of such other terms shall be each in its sole discretion. The Company will (i) provide to each Investor and its counsel a copy of the Plan and the Disclosure Statement, and any amendments thereto, and a reasonable opportunity to review and comment on such documents prior to such documents being filed with the Bankruptcy Court, and (ii) duly consider in good faith any comments consistent with this Agreement, the Preferred Term Sheet and the PSA, and any other reasonable comments of each of the Investors and their respective counsel, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel. In addition, the Company will (i) provide to each Investor and its counsel a copy of the Confirmation Order and a reasonable opportunity to review and comment on such order prior to such order being filed with the Bankruptcy Court and (ii) duly consider in good faith any comments consistent with this Agreement, the Preferred Term Sheet and the PSA and any other reasonable comments of each of the Investors and their respective counsel, into such Confirmation Order, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel.

- (c) Rights Offering. The Company shall use its reasonable best efforts to effectuate the Rights Offering as provided herein.
- (d) Securities Laws; Rights Offering Registration Statement. The Company shall take all action as may be necessary or advisable so that the Rights Offering and the issuance and sale of the Investor Shares and the other transactions contemplated by this Agreement will be effected in accordance with the Securities Act and the Exchange Act and any state or foreign securities or Blue Sky laws. As promptly as practicable following the later of the Due Diligence Expiration Date and the date the GM Settlement is agreed, the Company shall file a Rights

Offering Registration Statement with the Commission. The Company shall: (i) provide the Investors with a reasonable opportunity to review the Rights Offering Registration Statement, and any amendment or supplement thereto, before any filing with the Commission and shall duly consider in good faith any comments consistent with this Agreement, the Preferred Term Sheet and the PSA, and any other reasonable comments of the Investors and their respective counsel, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel; (ii) advise the Investors, promptly after it receives notice thereof, of the time when the Rights Offering Registration Statement has been filed or has become effective or any Rights Offering Prospectus or Rights Offering Prospectus supplement has been filed and shall furnish the Investors with copies thereof; (iii) advise the Investors promptly after it receives notice of any comments or inquiries by the Commission (and furnish the Investors with copies of any correspondence related thereto), of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Rights Offering Prospectus or Issuer Free Writing Prospectus, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Rights Offering Registration Statement or a Rights Offering Prospectus or for additional information, and in each such case, provide the Investors with a reasonable opportunity to review any such comments, inquiries, request or other communication from the Commission and to review any amendment or supplement to the Rights Offering Registration Statement or the Rights Offering Prospectus before any filing with the Commission, and to duly consider in good faith any comments consistent with this Agreement, the Preferred Term Sheet and the PSA, and any other reasonable comments of the Investors and their respective counsel, and not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel; and (iv) in the event of the issuance of any stop order or of any order preventing or suspending the use of a Rights Offering Prospectus or any Issuer Free Writing Prospectus or suspending any such qualification, to use promptly its reasonable best efforts to obtain its withdrawal.

- (e) Listing. The Company shall use its commercially reasonable efforts to list and maintain the listing of the New Common Stock on the New York Stock Exchange or, if approved by each of ADAH and Dolce, the Nasdaq Global Select Market.
- (f) Rule 158. The Company will generally make available to the Company's security holders as soon as practicable an earnings statement of the Company covering a twelve-month period beginning after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act.
- (g) Notification. The Company shall notify, or cause the Subscription Agent to notify the Investors, on each Friday during the Rights Exercise Period and on each Business Day during the five Business Days prior to the Expiration Time (and any

extensions thereto), or more frequently if reasonably requested by any of the Investors, of the aggregate number of Rights known by the Company or the Subscription Agent to have been exercised pursuant to the Rights Offering as of the close of business on the preceding Business Day or the most recent practicable time before such request, as the case may be.

- (h) Unsubscribed Shares. The Company shall determine the number of Unsubscribed Shares, if any, in good faith, shall provide a Purchase Notice or a Satisfaction Notice that accurately reflects the number of Unsubscribed Shares as so determined and shall provide to the Investors a certification by the Subscription Agent of the Unsubscribed Shares or, if such certification is not available, such written backup to the determination of the Unsubscribed Shares as any Investor may reasonably request.
- (i) HSR. The Company shall use its reasonable best efforts to promptly prepare and file all necessary documentation and to effect all applications and seek all approvals or consents that are necessary or advisable under the HSR Act and any comparable laws or regulations in any foreign jurisdiction so that any applicable waiting period shall have expired or been terminated thereunder with respect to the purchase of Investor Shares hereunder, and shall not take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the transactions contemplated by this Agreement. The Company shall file, to the extent that it is required to file, the Notification and Report Form required under the HSR Act with respect to the transactions contemplated by this Agreement with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission no later than 30 calendar days following the date the Initial Approval Order is entered by the Bankruptcy Court (and if such date is not a Business Day on the next succeeding Business Day).
- (j) Clear Market. For a period of 180 days after the Closing Date (the "Restricted Period"), the Company will not (i) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for capital stock of the Company or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the capital stock of the Company, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of capital stock of the Company or such other securities, in cash or otherwise, without the prior written consent of each of the ADAH and Dolce, except for (A) Rights and New Common Stock issuable upon exercise of Rights, (B) shares of New Common Stock issued upon the exercise of any stock options outstanding as of the Effective Date and (C) the issuance of New Common Stock and other equity interests as set forth in the Preferred Term Sheet, the PSA and pursuant to the Plan. Notwithstanding the foregoing, if (i) during the last 17 days of the Restricted Period, the Company

issues an earnings release or material news or a material event relating to the Company occurs or (ii) prior to the expiration of the Restricted Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Restricted Period, the restrictions imposed by this Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

- (k) Use of Proceeds. The Company will apply the net proceeds from the sale of the Rights and the Investor Shares as provided in the Rights Offering Prospectus.
- (l) No Stabilization. The Company will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares.
- (m) Reports. So long as any Investor holds Shares, the Company will furnish to such Investor, as soon as they are available, copies of all reports or other communications (financial or other) furnished to holders of the Rights or the Shares, as the case may be, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system.
- (n) Conduct of Business. During the period from the date of this Agreement to the Closing Date (except as otherwise expressly provided by the terms of this Agreement (including the Disclosure Letter), the PSA, the Plan or any other order of the Bankruptcy Court entered on or prior to the date hereof in the Chapter 11 Cases), the Company and its Subsidiaries shall carry on their businesses in the ordinary course (subject to any actions which are consistent with the Transformation Plan) and, to the extent consistent therewith, use their commercially reasonable efforts to preserve intact their current business organizations, keep available the services of their current officers and employees and preserve their relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with the Company or its Subsidiaries. Without limiting the generality of the foregoing, except as set forth in the Disclosure Letter, on and after the date on which the Business Plan is approved and accepted by ADAH and Dolce, the Company and its Subsidiaries shall carry on their businesses in all material respects in accordance with such Business Plan and shall not enter into any transaction that would be inconsistent with such Business Plan and shall use its commercially reasonable efforts to effect such Business Plan. Without limiting the generality of the foregoing, and except as otherwise expressly provided or permitted by this Agreement (including the Disclosure Letter), the PSA, the Plan or any other order of the Bankruptcy Court entered as of the date hereof in these Chapter 11 Cases, prior to the Closing Date, the Company shall not, and shall cause its Subsidiaries not to, take any of the following actions without the prior written consent of each of ADAH and Dolce, which consent shall not be unreasonably withheld, conditioned or delayed:

- (i) (A) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock, (B) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (C) purchase, redeem or otherwise acquire, except in connection with the Plan, any shares of capital stock of the Company or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities;
- (ii) except for intercompany transactions and any financing activities which are consistent with the Company's existing financing, issue, deliver, grant, sell, pledge, dispose of or otherwise encumber any of its capital stock or any securities convertible into, or any rights, warrants or options to acquire, any such capital stock at less than fair market value;
- (iii) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the stock, or other ownership interests in, or substantial portion of assets of, or by any other manner, any business or any corporation, partnership, association, joint venture, limited liability company or other entity or division thereof except in the ordinary course of business;
- (iv) sell, lease, mortgage, pledge, grant a lien, mortgage, pledge, security interest, charge, claim or other encumbrance of any kind or nature on or otherwise encumber or dispose of any of its properties or assets, except (A) in the ordinary course of business consistent with past practice and (B) other transactions involving not in excess of \$100 million in any 12 month period;
- (v) (A) incur any indebtedness for borrowed money or guarantee any such indebtedness of another individual or entity, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company, guarantee any debt securities of another individual or entity, enter into any "keep well" or other agreement to maintain any financial statement condition of another person (other than a Subsidiary) or enter into any arrangement having the economic effect of any of the foregoing in excess of \$100 million in any 12 month period, except for (x) working capital borrowings and increases in letters of credit necessary in the ordinary course of business under the Company's existing or any amended or replacement revolving credit facilities, and (y) indebtedness solely between the Company and its Subsidiaries or between such Subsidiaries or (B) except for transactions between the Company and any of its Subsidiaries or between such Subsidiaries, make any loans, advances or capital contributions to, or investments in, any other individual or entity, other than customary advances of business and travel expenses to employees of the Company in the ordinary course of business consistent with past practice;

- (vi) enter into any new, or amend or supplement any existing, collective bargaining agreement, which is inconsistent with the Transformation Plan, this Agreement, the PSA, the Plan and the GM Settlement; or
- (vii) authorize any of, or commit or agree to take any of, the foregoing actions.
- (o) Actions Regarding Conditions. During the period from the date of this Agreement to the Closing Date, the Company shall not take any action or omit to take any action that would reasonably be expected to result in the conditions to the Agreement set forth in Section 9 not being satisfied.
- (p) GM Settlement. The Company shall use its reasonable best efforts to agree on, prior to January 31, 2007, a settlement agreement (the "GM Settlement") between the Company and GM that is consistent with this Agreement, the PSA and the Plan, and satisfactory to each of ADAH and Dolce in its sole discretion. The Company will (i) provide to the Investors and their respective counsel a copy of the GM Settlement and a reasonable opportunity to review and comment on such documents prior to such documents being executed or delivered or filed with the Bankruptcy Court, and (ii) duly consider in good faith any comments of each of ADAH and Dolce and their respective counsel consistent with this Agreement, the Preferred Term Sheet and the PSA and any other reasonable comments of each of the Investors and their respective counsel, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel. The Company shall not enter into any other agreement with GM that (i) is materially inconsistent with this Agreement, the PSA and the Plan, (ii) is outside the ordinary course of business or (iii) the terms of which would have a material impact on the Investors' proposed investment in the Company.
- (q) Access to Information. Subject to applicable law and existing confidentiality agreements between the parties, upon reasonable notice, the Company shall (and shall cause its Subsidiaries to) afford the Investors (and any prospective Ultimate Purchaser that executes a confidentiality agreement reasonably acceptable to the Company, which agreement will provide that, unless otherwise determined by the Company, all contact between such Ultimate Purchaser and the Company shall be through ADAH or Dolce) and their directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives, reasonable access, throughout the period prior to the Closing Date, to its employees, properties, books, contracts and records and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to the Investors all information concerning its business, properties and personnel as may reasonably be requested by any Investor; provided, that the foregoing shall not require the Company (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company to violate any of its obligations with respect to confidentiality to a third party if the Company shall have used commercially reasonable efforts to obtain the consent of such third party to such inspection or disclosure, (ii) to disclose any privileged information

of the Company or any of its Subsidiaries or (iii) to violate any laws; provided, further, that the Company shall deliver to the Investors a schedule setting in forth in reasonable detail a description of any information not provided to the Investors pursuant to subclauses (i) through (iii) above. All requests for information and access made pursuant to this Section 5(q) shall be directed to the Chief Restructuring Officer or such other person as may be designated by such person.

- (r) Financial Information. For each month, beginning November 2006 until the Closing Date, the Company shall provide to each Investor an unaudited consolidated balance sheet and related unaudited consolidated statements of operations, consolidated statements of stockholders' equity and consolidated statements of cash flows for the month then ended within 30 days of the end of such month (the "Monthly Financial Statements"). The Monthly Financial Statements, except as indicated therein, shall be prepared in accordance with the Company's normal financial reporting practices. The Monthly Financial Statements shall fairly present in all material respects the financial position, results of operations and cash flows of the Company and its Subsidiaries as of the dates indicated and for the periods specified.
- (s) Business Plan and Disclosure Letter. The Company shall use its commercially reasonable efforts to provide to the Investors as soon as practicable a final five-year business plan approved by the Company's board of directors and prepared in good faith and based on reasonable assumptions, which business plan shall provide for the amount of EBITDA for each of fiscal years 2007 through 2011 (the "Business Plan"); provided, that the Company shall not be required to deliver and neither ADAH nor Dolce shall be required to approve or accept for consideration by them any Business Plan that does not reflect a final and binding GM Settlement. The Company shall deliver with the Business Plan a Disclosure Letter which provides for exceptions from the representations and warranties of the Company in Section 3.
- (t) Financing Assistance. The Company and its Subsidiaries shall obtain the debt financing from financing sources reasonably satisfactory to Dolce and ADAH and in amounts sufficient to consummate the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement and the Plan, such financing to be on then-prevailing market terms with respect to the applicable interest rate, redemption provisions and fees, and otherwise to be on terms that are acceptable to each of ADAH and Dolce not to be unreasonably withheld (the "Debt Financing"). Subject to applicable regulatory or NASD requirements, Merrill Lynch, Pierce, Fenner & Smith, Incorporated and UBS Securities LLC (or their Affiliates) shall be entitled to participate in such Debt Financing on market terms. The Company and its Subsidiaries shall execute and deliver any commitment letters, underwriting or placement agreements, registration statements, pledge and security documents, other definitive financing documents, or other requested certificates or documents necessary or desirable to obtain the Debt Financing. The Company will (i) provide to the Investors and their respective counsel a copy of all marketing information, term sheets,

commitment letters and agreements related to the Debt Financing and a reasonable opportunity to review and comment on such documents prior to such document being distributed, executed or delivered or filed with the Bankruptcy Court, (ii) duly consider in good faith any comments of the Investors and their respective counsel consistent with the Agreement, the Preferred Term Sheet and the PSA and any other reasonable comments of the Investors and their respective counsel and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel, and (iii) keep the Investors reasonably informed on a timely basis of developments in connection with the Debt Financing and provide the Investors with an opportunity to attend and participate in meetings and/or roadshows with potential providers of the Debt Financing.

- (u) Labor Agreements. The Company and its Subsidiaries shall use their reasonable best efforts to enter into (A) tentative labor agreements with each of The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW"), the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America ("IUE-CWA") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO/CLC (the "USW") that each of ADAH and Dolce shall have approved in its sole discretion and which adequately address, among other things, the following matters: (i) permit achievement of the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan (including plant closings, asset dispositions and resolution of union claims), (ii) permit achievement of the Business Plan and the EBITDA Target; and (B) an agreement that GM will be responsible for certain hourly labor costs (compensation, benefits and other labor costs) acceptable to each of ADAH and Dolce in each of its sole discretion at certain of the Company's facilities. The Company will (i) provide to the Investors and their respective counsel a copy of any labor agreement and a reasonable opportunity to review and comment on such document prior to such document being executed or delivered or filed with the Bankruptcy Court, and (ii) duly consider in good faith any comments of the Investors and their respective counsel consistent with this Agreement, the Preferred Term Sheet and the PSA and any other reasonable comments of the Investors and their respective counsel, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel.

- (v) Other Actions by the Company.

- (i) Existing Shareholder Rights Plan. The Company and the Board of Directors of the Company (A) has taken all necessary action to amend the Existing Shareholder Rights Plan to provide that none of the Investors (including any Related Purchaser or Ultimate Purchaser) shall be deemed an "Acquiring Person" as defined in the Existing Shareholder Rights Plan

and that the rights will not separate from the Common Stock pursuant to the Existing Shareholder Rights Plan as a result of entering into this Agreement or the PSA or consummating the transactions contemplated hereby (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser) or by the Preferred Term Sheet, the PSA or the Plan, and (B) will take all such action as is necessary to terminate the Existing Shareholder Rights Plan effective as of the Closing Date.

- (ii) Takeover Statutes and Charter. The Company and the Board of Directors of the Company has taken all action necessary (A) to ensure that no Takeover Statute or similar statute or regulation is or becomes applicable to this Agreement or any transaction contemplated hereby (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser) or by the Preferred Term Sheet, the PSA or the Plan, (B) if any Takeover Statute is or may become applicable to the transactions contemplated by this Agreement (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser) or the Plan, to grant such approvals and take such actions as are necessary so that such transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and the Plan and otherwise act to eliminate or minimize the effects of such statute or regulation on such transactions and (C) to ensure that this Agreement or any transaction contemplated hereby (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser) or by the Preferred Term Sheet, the PSA or the Plan are approved for purposes of Article IX of the Company's Amended and Restated Certificate of Incorporation, dated January 26, 1999, as amended to date, and that such provision shall not apply to the transactions contemplated hereby or by the Preferred Term Sheet, the PSA or the Plan.
- (w) Agreement on Key Documentation. The Company shall use its commercially reasonable efforts to agree on or prior to January 31, 2007 on (a) the terms of the GM Settlement, (b) the agreements contemplated by Section 5(u), and (c) the terms of the Amended and Restated Constituent Documents, the Series A-1 Certificate of Designations, the Series A-2 Certificate of Designations and the Series B Certificate of Designations, the Shareholders Agreement and the Registration Rights Agreement with ADAH and Dolce.
- (x) Investment Decision Package. If at any time prior to the Expiration Date, any event occurs as a result of which the Investment Decision Package, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it shall be necessary to amend or supplement the Investment Decision Package to comply with applicable law, the Company will promptly notify the Investors of any such event and prepare an amendment or supplement to the Investor Decision Package that is reasonably acceptable in form and substance to each of ADAH and Dolce that will correct such statement or omission or effect such compliance.

6. Additional Covenants of the Investors. Each Investor agrees, severally and not jointly, with the Company:
- (a) Information. To provide the Company with such information as the Company reasonably requests regarding the Investor for inclusion in the Rights Offering Registration Statement and the Disclosure Statement.
  - (b) HSR Act. To use reasonable best efforts to promptly prepare and file all necessary documentation and to effect all applications and to obtain all authorizations, approvals and consents that are necessary or advisable under the HSR Act and any comparable laws or regulations in any foreign jurisdiction so that any applicable waiting period shall have expired or been terminated thereunder and any applicable notification, authorization, approval or consent shall have been made or obtained with respect to the purchase of Investor Shares hereunder, and not to take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the transactions contemplated by this Agreement. Each Investor shall file, to the extent that it is required to file, the Notification and Report Form required under the HSR Act with respect to the transactions contemplated by this Agreement with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission no later than 30 calendar days following the date the Initial Approval Order is entered by the Bankruptcy Court (and if such date is not a Business Day on the next succeeding Business Day).
  - (c) Bankruptcy Court Filings. To not file any pleading or take any other action in the Bankruptcy Court with respect to this Agreement, the Plan, the Disclosure Statement or the Confirmation Order or the consummation of the transactions contemplated hereby or thereby that is inconsistent in any material respect with this Agreement or the Company's efforts to obtain the entry of the Confirmation Order consistent with this Agreement.
  - (d) Reasonable Best Efforts. Each Investor shall use its reasonable best efforts to take all actions, and do all things, reasonably necessary, proper or advisable on its part under this Agreement and applicable laws to cooperate with the Company and to consummate and make effective the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement and the Plan.
7. Additional Joint Covenant of Company And Each Investor. Without limiting the generality of the undertakings pursuant to Sections 5(i) and 6(b), the Company and each Investor shall use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary under the HSR Act and any comparable laws or regulations in any foreign jurisdiction to consummate and make effective the transactions contemplated by this Agreement and the other Transaction Agreements, including furnishing all information required by applicable law in connection with approvals of or filings with any governmental authority, and filing, or causing to be filed, as promptly as practicable, any required notification and report forms under other

applicable competition laws with the applicable governmental antitrust authority. The parties shall consult with each other as to the appropriate time of filing such notifications and shall agree upon the timing of such filings. Subject to appropriate confidentiality safeguards, each party shall (i) respond promptly to any request for additional information made by the antitrust agency; (ii) promptly notify counsel to the other party of, and if in writing, furnish counsel to the other party with copies of (or, in the case of material oral communications, advise the other party orally of) any communications from or with the antitrust agency in connection with any of the transactions contemplated by this Agreement; (iii) not participate in any meeting with the antitrust agency unless it consults with counsel to the other party in advance and, to the extent permitted by the agency, give the other party a reasonable opportunity to attend and participate thereat; (iv) furnish counsel to the other party with copies of all correspondence, filings and communications between it and the antitrust agency with respect to any of the transactions contemplated by this Agreement; and (v) furnish counsel to the other party with such necessary information and reasonable assistance as may be reasonably necessary in connection with the preparation of necessary filings or submission of information to the antitrust agency. The Parties shall use their reasonable best efforts to cause the waiting periods under the applicable competitions laws to terminate or expire at the earliest possible date after the date of filing.

Notwithstanding anything in this Agreement to the contrary, nothing shall require any Investor or its Affiliates to dispose of any of its or its Subsidiaries' or its Affiliates' assets or to limit its freedom of action with respect to any of its or its Subsidiaries' businesses, or to consent to any disposition of the Company's or the Company Subsidiaries' assets or limits on the Company's or the Company Subsidiaries' freedom of action with respect to any of its or the Company Subsidiaries' businesses, or to commit or agree to any of the foregoing, and nothing in this Agreement shall authorize the Company or any Company Subsidiary to commit or agree to any of the foregoing, to obtain any consents, approvals, permits or authorizations to remove any impediments to the transactions contemplated hereby or by any Transaction Agreement relating to antitrust or competition laws or to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any action relating to antitrust or competition laws.

8. Reasonable Best Efforts.

The Company shall use its reasonable best efforts (and shall cause its Subsidiaries to use their respective reasonable best efforts) to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its or their part under this Agreement and applicable laws to cooperate with the Investors and to consummate and make effective the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement and the Plan, including:

- (a) preparing and filing as promptly as practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or governmental entity; provided, however, that, notwithstanding the foregoing, in connection with

obtaining such consents, the Company shall not, without the prior written consent of each of ADAH and Dolce in their sole discretion, pay or commit to pay any person or entity whose consent is being solicited in cash or other consideration to the extent such payment could reasonably be expected to prevent the Company from achieving the EBITDA targets set forth in Section 9(a)(xviii) hereof;

- (b) defending any lawsuits or other actions or proceedings, whether judicial or administrative, challenging this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement or the Plan or any other agreement contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement or the Plan or the consummation of the transactions contemplated hereby and thereby, including seeking to have any stay or temporary restraining order entered by any court or other governmental entity vacated or reversed;
- (c) executing, delivering and filing, as applicable, any additional ancillary instruments or agreements necessary to consummate the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement or the Plan and to fully carry out the purposes of this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement, the Plan and the transactions contemplated hereby and thereby including, without limitation: (i) employment agreements and other compensation arrangements with senior management of the Company relating to compensation, benefits, supplemental retirement benefits, stock options and restricted stock awards, severance and change in control provisions and other benefits on market terms (as determined by the Company's board of directors based on the advice of Watson-Wyatt and reasonably acceptable to ADAH and Dolce); (ii) agreements and other arrangements acceptable to each of ADAH and Dolce or otherwise ordered by the Bankruptcy Court with respect to claims against the Company of former members of the Company's management and members of the Company's management, if any, who are resigning or being terminated in accordance with the implementation of the Plan; (iii) a shareholders agreement among the Company, ADAH and Dolce reasonably satisfactory to ADAH and Dolce (the "Shareholders Agreement"); (iv) a registration rights agreement (the "Registration Rights Agreement") among the Company and the Investors, reasonably satisfactory to each of ADAH and Dolce to the extent that the material terms of such Registration Rights Agreement would have a material impact on the Investors' proposed investment in the Company, and providing that the Company shall (a) as soon as practicable after the Closing Date, and in any event no later than seven (7) days after the Closing Date, prepare and file with the Commission a registration statement, including all exhibits thereto, pursuant to Rule 415 under the Securities Act registering offers and sales by the Investors and the Ultimate Purchasers of the Unsubscribed Shares, the Direct Subscription Shares and the Series B Preferred Stock (the "Resale Registration Statement" and, together with the final prospectus contained in the Resale Registration Statement as of its effective date (including information, if any, omitted pursuant to Rule 430A and subsequently provided pursuant to Rule 424(b) under the Securities Act ), and any amended form of such prospectus provided under Rule 424(b) under the Securities Act or contained in a post-

effective amendment to the Resale Registration Statement) and any issuer free writing prospectus as defined in Rule 433 under the Securities Act used in connection with the resale of such shares, the "Resale Registration Documents"; (b) cause the Resale Registration Statement to be declared effective by the Commission as soon as practicable after the filing thereof, and in any event no later than thirty (30) days after the Closing Date; (c) obtain such comfort letters from the Company's independent certified public accountants addressed to the Investors covering such matters of the type customarily covered by comfort letters and as ADAH and Dolce reasonably request; and (d) cause a customary opinion or opinions and negative assurance statement, in customary form and scope from counsel to the Company to be furnished to each Investor; (v) an amended and restated certificate of incorporation and amended by-laws of the Company, in each case, that is consistent with this Agreement, the PSA and the Preferred Term Sheet and reasonably satisfactory to each of ADAH and Dolce to the extent that the material terms of such certificate of incorporation and by-laws would have a material impact on the Investors' proposed investment in the Company; provided, that the amended and restated certificate of incorporation of the Company to be effective immediately following the Effective Date shall prohibit; (A) for so long as ADAH or Dolce, as the case may be, owns any shares of Series A Preferred Stock, any transactions between the Company or any of its Subsidiaries, on the one hand, and ADAH or Dolce or their respective Affiliates, as the case may be, on the other hand (including any "going private transaction" sponsored by ADAH or Dolce) unless such transaction shall have been approved by (x) directors constituting not less than 75% of the number of Common Directors and (y) in the case of any transaction with ADAH or its Affiliates, Dolce, and in the case of any transaction with Dolce or its Affiliates, ADAH, and (B) any transaction between the Company or any of its Subsidiaries, on the one hand, and a director, on the other hand, other than a director appointed by holders of Series A Preferred Stock, unless such transaction shall have been approved by directors having no material interest in such transaction (a "Disinterested Director") constituting not less than 75% of the number of Disinterested Directors; provided, that nothing in this provision shall require any approval of any arrangements in effect as of December 18, 2006 with either General Motors Acceptance Corporation ("GMAC") or General Motors ("GM") as a result of the ownership by Dolce and its Affiliates of securities of GMAC or Dolce's and its Affiliates' other arrangements in effect as of December 18, 2006 with GM with respect to GMAC (such amended and restated certificate of incorporation and amended bylaws are herein referred to as the "Amended and Restated Constituent Documents"); and (vi) the Series A-1 Certificate of Designations, the Series A-2 Certificate of Designations and the Series B Certificate of Designations, in each case, that is consistent with the terms set forth in the Preferred Term Sheet and that, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, that prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce shall be each in its sole discretion. Subject to applicable laws and regulations relating to the exchange of information, the Investors and the

Company shall have the right to review in advance, and to the extent practicable each will consult with the other on all of the information relating to Investors or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any governmental entity in connection with the transactions contemplated by this Agreement or the Plan. In exercising the foregoing rights, each of the Company and the Investors shall act reasonably and as promptly as practicable.

9. Conditions to the Obligations of the Parties.

- (a) Subject to Section 9(b), the obligations of each of the Investors hereunder to consummate the transactions contemplated hereby shall be subject to the satisfaction prior to the Closing Date of each of the following conditions:
  - (i) Initial Approval Order. The Initial Approval Order shall have become a Final Approval Order. "Final Approval Order" shall mean an Initial Approval Order of the Bankruptcy Court, which has not been reversed, stayed, modified or amended, and as to which (a) the time to appeal, seek certiorari or request reargument or further review or rehearing has expired and no appeal, petition for certiorari or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought or to which the request was made and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be taken or granted.
  - (ii) Approval of Plan. To the extent that the material terms of the following have a material impact on the Investors' proposed investment in the Company, each of ADAH and Dolce shall be reasonably satisfied with, prior to filing with the Bankruptcy Court: (i) the Plan and any related documents, agreements or arrangements, (A) the terms of which are consistent in all material respects with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement, (B) that provide for the release and exculpation of each Investor, its Affiliates, shareholders, partners, directors, officers, employees and advisors from any liability for participation in the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan to the fullest extent permitted under applicable law and (C) that have conditions to confirmation and the Effective Date of the Plan (and to what extent any such conditions can be waived and by whom) that are consistent with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement; (ii) a Disclosure Statement that is consistent in all material respects with the Plan, this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement; (iii) a Confirmation Order, that is consistent in all material respects with the provisions of the Plan, this Agreement, the Preferred Term Sheet, the

PSA and the GM Settlement; and (iv) any amendments or supplements to any of the foregoing. Notwithstanding the foregoing, prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce of the documents referred to in subsections (i), (ii), (iii) and (iv) shall be each in its sole discretion.

- (iii) Plan of Reorganization. The Company shall have complied in all material respects with the terms and conditions of the Plan that are to be performed by the Company prior to the Closing Date.
- (iv) GM Settlement. Each of ADAH and Dolce shall have approved in its sole discretion the GM Settlement prior to its filing with the Bankruptcy Court. The GM Settlement shall remain in full force and effect and shall not have been rescinded, terminated, challenged or repudiated by any party thereto and shall not have been amended in any manner that is not acceptable to each of ADAH and Dolce in its sole discretion. The parties to the GM Settlement shall have performed and complied with all of their respective covenants and agreements contained in the GM Settlement in all material respects through the Closing Date.
- (v) Alternate Transaction. The Company shall not have entered into any letter of intent, memorandum of understanding, agreement in principle or other agreement (other than a confidentiality agreement with terms that are not materially less favorable to the Company than the terms of that certain Amended Confidentiality Information, Standstill and Nondisclosure Agreement, dated August 25, 2006, among the Company, Appaloosa Management L.P. and Harbinger Capital Partners Master Fund I, Ltd.) or taken any action to seek any Bankruptcy Court approval relating to, any Alternate Transaction (an "Alternate Transaction Agreement"). For the purpose of this Agreement, an "Alternate Transaction" means any plan, proposal, offer or transaction that is inconsistent with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement or the Plan, other than a Chapter 7 liquidation.
- (vi) Change of Recommendation. There shall not have been a Change of Recommendation. For purposes of this Agreement, a "Change of Recommendation" shall mean, (i) the Company or its board of directors or any committee thereof, or GM shall have withheld, withdrawn, qualified or modified (or resolved or proposed to withhold, withdraw, qualify or modify), in a manner adverse to the Investors, its approval or recommendation of this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement or the Plan or the transactions contemplated hereby or thereby or (ii) the Company or its board of directors or any committee thereof or GM shall have approved or recommended, or proposed to approve or recommend (including by filing any pleading or document with the Bankruptcy Court), any Alternate Transaction.

- (vii) Confirmation Order. The Confirmation Order approving the Plan in form and substance approved by each of ADAH and Dolce in accordance with Section 9(a)(ii) above, shall have been entered by the Bankruptcy Court and such order shall be non-appealable, shall not have been appealed within ten calendar days of entry or, if such order is appealed, shall not have been stayed pending appeal, and there shall not have been entered by any court of competent jurisdiction any reversal, modification or vacation, in whole or in part, of such order (the "Confirmation Order").
- (viii) Plan and Confirmation Order. To the extent that the material terms of the following have a material impact on the Investors' proposed investment in the Company, (a) the Plan confirmed by the Bankruptcy Court in the Confirmation Order (the "Confirmed Plan") and the Confirmation Order shall be in the form and with such terms as are reasonably satisfactory to each of ADAH and Dolce in accordance with Section 9(a)(ii) above and (b) the Disclosure Statement approved by the Bankruptcy Court shall be in form and substance reasonably satisfactory to each of ADAH and Dolce in accordance with Section 9(a)(ii) above. Notwithstanding the foregoing, prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce of the Confirmed Plan, the Confirmation Order and the Disclosure Statement shall be each in its sole discretion.
- (ix) Conditions to Effective Date. The conditions to the occurrence of the Effective Date of the Confirmed Plan shall have been satisfied or waived by the Company and each of ADAH and Dolce in accordance with the Plan.
- (x) Rights Offering Registration Statement. The Rights Offering Registration Statement shall be effective not later than the Distribution Date and shall continue to be effective and no stop order shall have been entered by the Commission with respect thereto.
- (xi) Rights Offering. The Rights Offering shall have been conducted in all material respects in accordance with this Agreement and the Disclosure Statement and the Expiration Time shall have occurred.
- (xii) Purchase Notice. Each of the Investors shall have received a Purchase Notice from the Company, dated as of the Determination Date, certifying as to the number of Unsubscribed Shares to be purchased or a Satisfaction Notice.
- (xiii) Antitrust Approvals. All terminations or expirations of waiting periods imposed by any governmental or regulatory authority necessary for the consummation of the transactions contemplated by this Agreement, including under the HSR Act and any comparable regulations in any foreign jurisdiction, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained

from any competition or antitrust authority shall have been made or obtained for the transactions contemplated by this Agreement.

- (xiv) Consents. All other governmental and third party notifications, filings, consents, waivers and approvals required for the consummation of the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan shall have been made or received.
- (xv) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority, and no judgment, injunction, decree or order of any federal, state or foreign court shall have been issued, that prohibits the implementation of the Plan or the Rights Offering or the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement.
- (xvi) Representations and Warranties. The representations and warranties of Company contained in this Agreement shall be true and correct (disregarding all qualifications and exceptions contained therein relating to materiality, Material Adverse Effect or similar qualifications, other than such qualifications contained in Sections 3(i) and 3(j)) as of the Disclosure Letter Delivery Date and as of the Closing Date with the same effect as if made on and as of the Disclosure Letter Delivery Date and the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date), except where the failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect, other than with respect to the representations in Sections 3(b), 3(c), 3(d), 3(e), and 3(m)(ii) and 3(oo), which shall be true and correct in all respects. The representations and warranties of each Investor (other than the Investor asserting the failure of this condition) contained in this Agreement and in any other document delivered pursuant to this Agreement shall be true and correct (disregarding all qualifications and exceptions contained therein relating to materiality or material adverse effect on the Investor's performance of its obligations or similar qualifications) as of the Disclosure Letter Delivery Date and as of the Closing Date with the same effect as if made on the Disclosure Letter Delivery Date and the Closing Date (except for the representations and warranties made as of a specified date which shall be true and correct only as of such specified date); except where the failure to be so true and correct, individually or in the aggregate, has not and would not reasonably be expected, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.
- (xvii) Covenants. The Company and each Investor (other than the Investor asserting the failure of this condition) shall have performed and complied with all of its covenants and agreements contained in this Agreement and

in any other document delivered pursuant to this Agreement (including in any Transaction Agreement) in all material respects through the Closing Date.

- (xviii) EBITDA. Each of ADAH and Dolce shall be reasonably satisfied that the Company will achieve EBITDA at least equal to the 2008 EBITDA Amount in 2008 and \$2.4 billion in each of 2009 and 2010 (exclusive of the Restructuring Charges to the extent the same had been deducted to determine EBITDA) (the "EBITDA Target").
- (xix) Financing. The Company shall have received the proceeds of the Debt Financings and the Rights Offering that, together with the proceeds of the sale of the Investor Shares, are sufficient to fund fully the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement (to the extent the Company is to fund such transactions) and the Plan.
- (xx) Labor Agreements. Each of ADAH and Dolce shall have been presented with and approved, in its sole discretion, on or before the Specified Date, tentative labor agreements between the Company and its applicable Subsidiaries, on the one hand, and each of the UAW, the IUE-CWA and the USW, on the other hand. Such tentative labor agreements as so approved shall remain in full force and effect and shall not have been rescinded, terminated, challenged or repudiated by any party thereto and shall not have been amended in any manner that is not acceptable to each of ADAH and Dolce in its sole discretion. The parties to the tentative labor agreements shall have performed and complied with all of their respective covenants and agreements contained in such tentative labor agreements approved by each of ADAH and Dolce in all material respects through the Closing Date.
- (xxi) Management Compensation. The Company shall have (i) entered into employment agreements and other compensation arrangements with senior management of the Company relating to compensation, benefits, supplemental retirement benefits, stock options and restricted stock awards, severance and change in control provisions and other benefits on market terms (as determined by the Company's board of directors based on the advice of Watson-Wyatt and reasonably acceptable to ADAH and Dolce); and (ii) resolved any claims of former executive officers, or executive officer's that have resigned or been terminated, on terms acceptable to each of ADAH and Dolce or otherwise ordered by the Bankruptcy Court.
- (xxii) Shareholders Agreement. The Company shall have entered into the Shareholders Agreement with ADAH and Dolce in accordance with Section 8(c)(iii);

- (xxiii) Registration Rights Agreement. The Company shall have entered into the Registration Rights Agreement with the Investors in accordance with Section 8(c)(iv), reasonably satisfactory to each of ADAH and Dolce to the extent that the material terms of such Registration Rights Agreement would have a material impact on the Investors' proposed investment in the Company; provided, that prior to the Due Diligence Expiration Date, such Registration Rights Agreement shall be satisfactory to each of ADAH and Dolce in its sole discretion.
- (xxiv) Amended and Restated Constituent Documents. The Company shall have adopted the Amended and Restated Constituent Documents, the Series A-1 Certificate of Designations, the Series A-2 Certificate of Designations and the Series B Certificate of Designations consistent with this Agreement, the PSA and the Term Sheet and otherwise reasonably satisfactory to each of ADAH and Dolce to the extent that the material terms of such documents would have a material impact on the Investors' proposed investment in the Company; provided, that prior to the Due Diligence Expiration Date, such documents shall be satisfactory to each of ADAH and Dolce in its sole discretion.
- (b) All or any of the conditions set forth in Section 9(a) may be waived in whole or in part with respect to all Investors by both ADAH and Dolce, acting together, in their sole discretion.
- (c) The obligation of the Company to issue and sell the Investor Shares are subject to the following conditions, provided that the failure of a condition set forth in Sections 9(c)(vii) through (x) to be satisfied may not be asserted by the Company if such failure results from the failure of the Company to fulfill an obligation hereunder:
  - (i) Initial Approval Order. The Initial Approval Order shall have become a Final Approval Order.
  - (ii) Antitrust Approvals. All terminations or expirations of waiting periods imposed by any governmental or regulatory authority necessary for the consummation of the transactions contemplated by this Agreement, including under the HSR Act and any comparable regulations in any foreign jurisdiction, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained from any competition or antitrust authority shall have been made or obtained for the transactions contemplated by this Agreement.
  - (iii) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority, and no judgment, injunction, decree or order of any federal, state or foreign court shall have been issued, that prohibits the implementation of the Plan

or the Rights Offering or the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement.

- (iv) Representations and Warranties. The representations and warranties of each Investor, each Related Purchaser and each Ultimate Purchaser contained in this Agreement or pursuant to Sections 2(a), 2(b) or 2(k) shall be true and correct (disregarding all qualifications and exceptions contained therein relating to materiality or material adverse effect on the Investor's performance of its obligations or similar qualifications) as of the Disclosure Letter Delivery Date and as of the Closing Date with the same effect as if made on the Disclosure Letter Delivery Date and the Closing Date (except for the representations and warranties made as of a specified date, which shall be true and correct only as such specified date), except with respect to the Investors' representations in all Sections other than Sections 4(b) and 4(c) where the failure to be so true and correct, individually or in the aggregate, has not and would not reasonably be expected, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.
- (v) Covenants. Each Investor shall have performed and complied with all of its covenants and agreements contained in this Agreement and in any other document delivered pursuant to this Agreement (including in any Transaction Agreement) in all material respects through the Closing Date.
- (vi) Bankruptcy Court Approval. This Agreement shall have been approved by the Bankruptcy Court and the approval of the Bankruptcy Court shall not have been modified, amended or withdrawn in any manner adverse to the Company.
- (vii) Confirmation Order. The Confirmation Order approving the Plan shall have been entered by the Bankruptcy Court and such order shall be non-appealable, shall not have been appealed within ten calendar days of entry or, if such order is appealed, shall not have been stayed pending appeal, and there shall not have been entered by any court of competent jurisdiction any reversal, modification or vacation, in whole or in part, of such order.
- (viii) Conditions to Effective Date. The conditions to the occurrence of the Effective Date of the Confirmed Plan shall have been satisfied or waived by the Company and each of ADAH and Dolce in accordance with the Plan.
- (ix) Rights Offering. The Rights Offering shall have been conducted in all material respects in accordance with this Agreement and the Disclosure Statement and the Expiration Time shall have occurred.

- (x) Financing. The Company shall have received the proceeds of the Debt Financings and the Rights Offering that, together with the proceeds of the sale of the Investor Shares, are sufficient to fund fully the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement (to the extent the Company is to fund such transactions) and the Plan.
- (d) All of the conditions set forth in Section 9(c) may be waived in whole or in part by the Company in its sole discretion.

10. Indemnification and Contribution.

- (a) Whether or not the Rights Offering is consummated or this Agreement is terminated or the transactions contemplated hereby or the Plan are consummated, the Company (in such capacity, the “Indemnifying Party”) shall indemnify and hold harmless each Investor and the Ultimate Purchasers, their respective Affiliates and their respective officers, directors, employees, agents and controlling persons (each, an “Indemnified Person”) from and against any and all losses, claims, damages, liabilities and reasonable expenses, joint or several, arising out of circumstances existing on or prior to the Closing Date (“Losses”) to which any such Indemnified Person may become subject arising out of or in connection with any claim, challenge, litigation, investigation or proceeding (“Proceedings”) instituted by a third party with respect to the Rights Offering, this Agreement or the other Transaction Documents, the Rights Offering Registration Statement, any Preliminary Rights Offering Prospectus, the Rights Offering Prospectus, any Issuer Free Writing Prospectus, the Investment Decision Package, the Resale Registration Documents, any amendment or supplement thereto or the transactions contemplated by any of the foregoing and shall reimburse such Indemnified Persons for any reasonable legal or other reasonable out-of-pocket expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing; provided that the foregoing indemnification will not apply to Losses (i) arising out of or in connection with any Proceedings between or among any one or more Indemnified Persons, Related Purchasers and/or Ultimate Purchasers, any Additional Investor Agreement or the failure of such Indemnified Person to comply with the covenants and agreements contained in this Agreement with respect to the sale or placement of Investor Shares; or (ii) to the extent that they resulted from (a) any breach by such Indemnified Person of this Agreement, (b) gross negligence, bad faith or willful misconduct on the part of such Indemnified Person or (c) statements or omissions in the Rights Offering Registration Statement, any Preliminary Rights Offering Prospectus, the Rights Offering Prospectus, any Issuer Free Writing Prospectus, the Resale Registration Documents or any amendment or supplement thereto made in reliance upon or in conformity with information relating to such Indemnified Person furnished to the Company in writing by or on behalf of such Indemnified Person expressly for use in the Rights Offering Registration Statement, any Rights Offering Preliminary Prospectus, the Rights Offering Prospectus, any Issuer Free Writing Prospectus, the Resale Registration Documents or any amendment or supplement thereto. If

for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such Losses in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party on the one hand and such Indemnified Person on the other hand but also the relative fault of the Indemnifying Party on the one hand and such Indemnified Person on the other hand as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party on the one hand and all Indemnified Persons on the other hand shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Company pursuant to the sale of the Shares and the Investor Shares contemplated by this Agreement bears to (ii) the Commitment Fees paid or proposed to be paid to the Investors. The indemnity, reimbursement and contribution obligations of the Indemnifying Party under this Section 10 shall be in addition to any liability that the Indemnifying Party may otherwise have to an Indemnified Person and shall bind and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnifying Party and any Indemnified Person.

- (b) Promptly after receipt by an Indemnified Person of notice of the commencement of any Proceedings with respect to which the Indemnified Person may be entitled to indemnification hereunder, such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; provided that (i) the omission so to notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (ii) the omission so to notify the Indemnifying Party will not relieve it from any liability that it may have to an Indemnified Person otherwise than on account of this Section 10. In case any such Proceedings are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, to the extent that it may elect by written notice delivered to such Indemnified Person, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person; provided that if the defendants in any such Proceedings include both such Indemnified Person and the Indemnifying Party and such Indemnified Person shall have concluded that there may be legal defenses available to it that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election so to assume the defense of such Proceedings and approval by such Indemnified Person of counsel, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to

the next preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel in any jurisdiction, approved by the Investors, representing the Indemnified Persons who are parties to such Proceedings), (ii) the Indemnifying Party shall not have employed counsel reasonably satisfactory to such Indemnified Person to represent such Indemnified Person within a reasonable time after notice of commencement of the Proceedings or (iii) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person.

- (c) The Indemnifying Party shall not be liable for any settlement of any Proceedings effected without its written consent (which consent shall not be unreasonably withheld). If any settlement of any Proceeding is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Proceedings, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all Losses by reason of such settlement or judgment in accordance with, and subject to the limitations of, the provisions of this Section 10. Notwithstanding anything in this Section 10 to the contrary, if at any time an Indemnified Person shall have requested the Indemnifying Party to reimburse such Indemnified Person for legal or other expenses aggregating in excess of \$250,000 in connection with investigating, responding to or defending any Proceedings in connection with which it is entitled to indemnification or contribution pursuant to this Section 10, the Indemnifying Party shall be liable for any settlement of any Proceedings effected without its written consent if (i) such settlement is entered into more than (x) 60 days after receipt by the Indemnifying Party of such request for reimbursement and (y) 30 days after receipt by the Indemnified Party of the material terms of such settlement and (ii) the Indemnifying Party shall not have reimbursed such Indemnified Person in accordance with such request prior to the date of such settlement. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceedings in respect of which indemnity has been sought hereunder by such Indemnified Person unless (i) such settlement includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such Proceedings and (ii) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.
- (d) All amounts paid by the Company to an Indemnified Person under this Section 10 shall, to the extent the transactions contemplated hereby or the Plan are consummated and to the extent permitted by applicable law, be treated as adjustments to Purchase Price for all Tax purposes.

11. Survival of Representations and Warranties, Etc.

- (a) The representations and warranties made in this Agreement shall not survive the Closing Date. Other than Sections 2(b), 2(c), 2(e), 2(h), 2(i), 2(j), 2(k), 5(e), 5(f),

5(j), 5(k), 5(l), 5(m), 10, 11, 13, 14, 15, 16, 18 and 20, which shall survive the Closing Date in accordance with their terms (except Section 5(l) which shall survive for 90 days following the Closing Date), the covenants contained in this Agreement shall not survive the Closing Date.

- (b) Other than with respect to Sections 2(h), 2(i) and 2(j) and Sections 10 through 18, which shall continue and survive any termination of this Agreement, (i) none of the Investors may assert any claim against the Company (both as Debtors-in-possession or the reorganized Debtors), and the Company (both as Debtors-in-possession or the reorganized Debtors), may not assert any claim against any Investor, in either case, arising from this Agreement other than for willful breach, and (ii) the Investors hereby release the Company (both as Debtors-in-possession and the reorganized Debtors) from any such claims, and the Company (both as Debtors-in-possession or the reorganized Debtors) hereby releases the Investors from any such claims. Notwithstanding the foregoing (w) the aggregate liability of all of the Investors under this Agreement for any reason (under any legal theory) including for any willful breach occurring on or prior to the Disclosure Statement Approval Date shall not exceed \$100 million, (x) the aggregate liability of all of the Investors under this Agreement for any reason (under any legal theory) including for any willful breach occurring after the Disclosure Statement Approval Date shall not exceed \$250 million, (y) the aggregate liability of all of the Debtors under this Agreement for any reason (under any legal theory) including for any willful breach occurring on or prior to the Disclosure Statement Approval Date shall not exceed \$100 million, and (z) the aggregate liability of all of the Debtors under this Agreement for any reason (under any legal theory) including for any willful breach occurring after the Disclosure Statement Approval Date shall not exceed \$250 million. The Investors and the Company acknowledge that such liability under subclauses (w) and (x) shall be on a several and not joint basis with respect to any willful breach occurring on or prior to the Due Diligence Expiration Date. The Investors and the Company acknowledge and agree that such liability under subclauses (w) and (x) shall be on a joint and several basis with respect to any willful breach occurring after the Due Diligence Expiration Date; provided, that the aggregate liability of Harbinger shall not exceed \$38,442,731, the aggregate liability of Merrill shall not exceed \$32,038,546 and the aggregate liability of UBS shall not exceed \$25,743,392. Subject to the terms, conditions and limitation set forth in this Section 11(b), (i) the joint and several obligations referred to in the immediately preceding sentence mean that each Investor (an "Assuming Investor") assumes liability on a joint and several basis for any willful breach of this Agreement by any other Investor (a "Breaching Investor"), whether or not the Assuming Investor has breached this Agreement or is in any way responsible for such willful breach by the Breaching Investor and (ii) the Assuming Investors' obligations shall be a commitment to assure payment, not collection. Under no circumstances shall any Investor be liable to the Company (as Debtors-in-possession or reorganized Debtors) for any punitive damages under this Agreement or any Equity Commitment Letter. Under no circumstances shall the Company (both as Debtors-in-possession and

reorganized Debtors) be liable to any Investor for any punitive damages under this Agreement.

12. Termination.

This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date:

- (a) by mutual written consent of the Company and both of ADAH and Dolce;
- (b) by any Investor if any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or an interim or permanent trustee shall be appointed in any of the Chapter 11 Cases, or a responsible officer or an examiner with powers beyond the duty to investigate and report (as set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases;
- (c) by any party to this Agreement if (i) any statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority or any judgment, injunction, decree or order of any federal, state or foreign court shall have become final and non-appealable, that prohibits the implementation of the Plan or the Rights Offering or the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA or the GM Settlement or (ii) the PSA shall have been terminated in accordance with its terms; provided, that the right to terminate this Agreement under this Section 12(c)(ii) shall not be available to any party whose breach of the PSA is the cause of the termination of the PSA;
- (d) by ADAH or Dolce upon written notice to the Company and each other Investor:
  - (i) if the Initial Approval Order has not become a Final Approval Order on or prior to the earlier of (A) the tenth (10th) day after the Bankruptcy Court enters the Initial Approval Order, or, if such day is not a Business Day, the next Business Day and (B) January 22, 2007; provided, that notice of termination pursuant to this Section 12(d)(i) must be given on or prior to February 28, 2007;
  - (ii) prior to the later of (A) January 31, 2007 and (B) the date that is twenty (20) calendar days after the date on which the Company has delivered to each Investor both the Business Plan reflecting the GM Settlement and the Disclosure Letter (such date, the "Due Diligence Expiration Date"), if any Investor is not satisfied in its sole discretion with (x) the results of its due diligence investigation of the Company and its Subsidiaries, the Disclosure Letter and the Business Plan (the "Due Diligence Investigation") or (y) the terms of the Shareholders Agreement, Registration Rights Agreement, the Amended and Restated Constituent Documents, the Series A-1 Certificate of Designations, the Series A-2

Certificate of Designations, the Series B Certificate of Designations or any other Transaction Agreement;

- (iii) on or after the later of (x) June 30, 2007 (such date, being the “Closing Date Outside Date”), or (y) the first Business Day that is one-hundred eighty (180) days after the Due Diligence Expiration Date, provided that, in either case, the Closing Date has not occurred by such date;
- (iv) on or after the later of (x) May 1, 2007 (such date, being the “Disclosure Statement Outside Date”), or (y) the first Business Day that is one-hundred twenty (120) days after the Due Diligence Expiration Date, provided that, in either case, the Disclosure Statement has not been filed for approval with the Bankruptcy Court by such date;
- (v) if the Company or any Investor shall have breached any provision of this Agreement, which breach would cause the failure of any condition set forth in Section 9(a)(xvi) or (xvii) hereof to be satisfied, which failure cannot be or has not been cured on the earliest of (A) the tenth (10th) Business Day after the giving of written notice thereof to the Company or such Investor by any Investor and (B) the third (3rd) Business Day prior to the Closing Date Outside Date; provided, that the right to terminate this Agreement under this Section 12(d)(v) shall not be available to any Investor whose breach is the cause of the failure of the condition in Section 9(a)(xvi) or (xvii) to be satisfied;
- (vi) either of ADAH or Dolce shall have determined in its reasonable discretion that the Company will not achieve EBITDA for 2008 at least equal to the 2008 EBITDA Amount and EBITDA of at least \$2.4 billion in each of 2009 and 2010 (exclusive of the Restructuring Charges to the extent the same had been deducted to determine EBITDA);
- (vii) (A) there shall have been a Change of Recommendation or (B) the Company shall have entered into an Alternate Transaction Agreement; or
- (viii) if, subsequent to the Company, ADAH and Dolce having previously approved in writing the form of document referred to in Sections 9(a)(iv), (xx), (xxii), (xxiii) or (xxiv), the conditions set forth in Sections 9(a)(iv), (xx), (xxii), (xxiii) or (xxiv), shall become not satisfied as a result of an amendment or modification thereto.

provided, that notwithstanding anything in the foregoing to the contrary, any Investor other than ADAH and Dolce shall be entitled to terminate this Agreement as to itself (but not as to any other party) (A) in any of the circumstances described in Section 12(d)(i)-(viii) at any time prior to the Due Diligence Expiration Date, and (B) at any time on or after December 31, 2007 (each of (A) and (B) being a “Limited Termination”); provided, further, that if there is a Limited Termination, any deadline contained in Section 12(d)(i), (ii), (v)

and (vi) by which ADAH must exercise a termination right under Section 12 shall be extended by ten (10) Business Days so as to give it sufficient time to comply with its obligations under Section 2(b);

- (e) on or prior to the Due Diligence Expiration Date, by ADAH or Dolce by notice to the other parties if, on or prior to such date, (i) a target amount of EBITDA for fiscal year 2008 (but in any event not to exceed \$2.4 billion) has not been agreed to by each of ADAH and Dolce in its sole discretion and included in the Business Plan (the "2008 EBITDA Amount") or (ii) restructuring charges for 2009 and 2010 have not been agreed to by each of ADAH or Dolce in its sole discretion and included in the Business Plan (the "Restructuring Charges");
- (f) by the Company upon written notice to each Investor:
  - (i) subject to the establishment of Alternative Financing in accordance with Section 2(b), if any Investor shall have breached any provision of this Agreement, which breach would cause the failure of any condition set forth in Section 9(c)(iv) or (v) hereof to be satisfied, which failure cannot be or has not been cured on the earliest of (A) the tenth (10th) Business Day after the giving of written notice thereof to the Company or such Investor by any Investor and (B) the third (3rd) Business Day prior to the Closing Date Outside Date; or
  - (ii) if the Company enters into any Alternate Transaction Agreement; provided, that the Company may only terminate this Agreement under the circumstances set forth in this Section 12(f)(ii) if: (x) the Company's board of directors has determined in good faith, after having consulted with its outside legal counsel and its independent financial advisors, that such Alternate Transaction is a Superior Transaction and the failure to enter into such an Alternate Transaction Agreement would result in a breach of the applicable fiduciary duties of the board of directors, (y) before taking such action the Company has given the Investors at least ten (10) Business Days' (or, in the event of any Alternate Transaction that has been materially revised or modified, at least five (5) Business Days') prior written notice (the "Consideration Period") of the terms of such Alternate Transaction and of its intent to take such action, and, during the Consideration Period, the Company has, if requested by the Investors, engaged in good faith negotiations regarding any revisions to this Agreement, the Plan or any other agreement or document proposed by ADAH and Dolce and again has determined in good faith, after consultation with its outside legal counsel and its independent financial advisors, that such Alternate Transaction remains a Superior Transaction and (z) prior to or contemporaneously with such termination the Company shall pay to the Investors the Alternate Transaction Fee.

For the purposes of this Section 12(f), a "Superior Transaction" shall mean an Alternate Transaction, which the board of directors of the Company, after

consultation with its outside legal counsel and its independent financial advisors, determines in good faith to be more favorable to the bankruptcy estate of the Company than the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan, taking into account, all legal, financial, regulatory and other aspects of such Alternate Transaction, the likelihood of consummating the Alternate Transaction, the likely consummation date of the Alternate Transaction and the identity of the parties or proposed parties to such Alternate Transaction and after taking into account any revisions to the terms of this Agreement, the Plan and/or any other agreement or document proposed during the Consideration Period.

- (g) by ADAH, Dolce or the Company by notice given to the other parties on or before February 28, 2007 (unless this date is extended by agreement of ADAH, Dolce and the Company (as it may be so extended, the "Specified Date")) if the Company and its Subsidiaries have not entered into on or prior to January 31, 2007, (x) tentative labor agreements between the Company and its applicable Subsidiaries, on the one hand, and each of the UAW, the IUE-CWA and the USW, on the other hand or (y) the GM Settlement, in each case, on terms and conditions presented by the Company and satisfactory to each of ADAH and Dolce in its sole discretion.
- (h) In addition to any other rights or remedies any Investor may have under this Agreement (for breach or otherwise) but subject to Section 11(b), the Company shall pay a fee of \$100,000,000 (the "Alternate Transaction Fee") to the Investors in such proportions as are set forth on Schedule 2 hereto, and, in any case, the Company shall pay to the Investors any Transaction Expenses and any other amounts certified by the Investors to be due and payable hereunder that have not been paid theretofore if this Agreement is terminated pursuant to one of the following:
  - (i) pursuant to (x) Section 12(d)(vii)(B) or (y) Section 12(f)(ii);
  - (ii) pursuant to Section 12(d)(vii)(A) and, within the twenty-four (24) month period following the date of such termination, an Alternate Transaction Agreement is entered into or an Alternate Transaction is consummated; or
  - (iii) pursuant to Section 12(d)(v) based on a willful breach by the Company and within the twenty-four (24) month period following the date of such termination, an Alternate Transaction Agreement is entered into or an Alternate Transaction is consummated.

Payment of the amounts due under this Section 12(h) will be made (i) no later than the close of business on the next Business Day following the date of such termination in the case of a payment pursuant to Section 12(h)(i)(x), (ii) prior to or contemporaneously with such termination by the Company in the case of a payment pursuant to Section 12(h)(i)(y) and (iii) prior to or contemporaneously with the entry into an Alternate Transaction Agreement or the consummation of

an Alternate Transaction in the case of a payment pursuant to Section 12(h)(ii) or (iii). Under no circumstances shall the Company be required to pay more than one Alternate Transaction Fee. The provision for the payment of the Alternate Transaction Fee is an integral part of the transactions contemplated by this Agreement and without this provision the Investors would not have entered into this Agreement and shall constitute an allowed administrative expense of the Company under Section 503(b)(1) and 507(a)(1) of the Bankruptcy Code.

- (i) Upon termination under this Section 12, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party except that (x) nothing contained herein shall release any party hereto from liability for any willful breach and (y) the covenants and agreements made by the parties herein in Sections 2(h), 2(i) and 2(j), and Sections 10 through 18 will survive indefinitely in accordance with their terms.

- 13. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

- (a) If to:

Dolce Investments LLC  
c/o Cerberus Capital Management L.P.  
299 Park Avenue  
New York, New York 10171  
Facsimile: (212) 421-2958 / (212) 909-1409 / (212) 935-8749  
Attention: Scott Cohen / Dev Kapadia / Seth Gardner

with a copy to:

Milbank, Tweed, Hadley & McCloy LLP  
One Chase Manhattan Plaza  
New York, New York 10005-1413  
Facsimile: (212) 822-5899  
Attention: Thomas C. Janson

and

Milbank, Tweed, Hadley & McCloy LLP  
601 South Figueroa Street, 30th Floor  
Los Angeles, California 90017-5735  
Facsimile: (213) 892-4470  
Attention: Gregory A. Bray

(b) If to:

A-D Acquisition Holdings, LLC  
c/o Appaloosa Management L.P.  
26 Main Street,  
Chatham, New Jersey 07928  
Facsimile: (973) 701-7055  
Attention: Ronald Goldstein

with a copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard  
Suite 4900  
Miami, Florida 33131-2352  
Facsimile: (305) 358-5744/5766  
Attention: Thomas E. Lauria

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036-2787  
Facsimile: (212) 354-8113  
Attention: John M. Reiss  
Gregory Pryor

(c) If to:

Harbinger Del-Auto Investment Company, Ltd.  
c/o Harbinger Capital Partners Offshore Manager, LLC  
555 Madison Avenue, 16th Floor  
New York, NY 10022  
Attn: Philip A. Falcone

with a copy to:

Harbert Management Corp.  
One Riverchase Parkway South  
Birmingham, AL 35244  
Facsimile: (205) 987-5505  
Attention: General Counsel

with a copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard  
Suite 4900  
Miami, Florida 33131-2352  
Facsimile: (305) 358-5744/5766  
Attention: Thomas E. Lauria

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036-2787  
Facsimile: (212) 354-8113  
Attention: John M. Reiss  
Gregory Pryor

with a copy to:

Kaye Scholer LLP  
425 Park Avenue  
New York, NY 10022-3598  
Facsimile: (212) 836-8689  
Attention: Benjamin Mintz and Lynn Toby Fisher

(d) If to:

Merrill Lynch, Pierce, Fenner & Smith Incorporated.  
4 World Financial Center  
New York, New York 10080  
Facsimile: (212) 449-0769  
Attention: Robert Spork / Rick Morris

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Facsimile: (212) 757-3990  
Attention: Andrew N. Rosenberg

(e) If to:

UBS Securities LLC  
299 Park Avenue  
New York, New York 10171  
Facsimile: (212) 821-3008 / (212) 821-4042  
Attention: Steve Smith / Osamu Watanabe

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Facsimile: (212) 225-3999  
Attention: Leslie N. Silverman

(f) If to the Company, to:

Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098  
Attention: John Sheehan – Facsimile: (248) 813-2612  
David Sherbin / Sean Corcoran – Facsimile: (248) 813-2491

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10036  
Facsimile: (212) 735-2000/1  
Attention: Eric L. Cochran  
Marie L. Gibson

and

Skadden, Arps, Slate, Meagher & Flom LLP  
333 West Wacker Drive  
Chicago, IL 60606  
Facsimile: (312) 407-0411  
Attention: John Wm. Butler, Jr.  
George Panagakis

14. Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other parties, except to an Ultimate Purchaser or to a Related Purchaser pursuant to Sections 2(a), 2(b) and 2(k). Notwithstanding the previous sentence, subject to the provisions of

Sections 2(a), 2(b) and 2(k): (1) this Agreement, or the Investors' obligations hereunder, may be assigned, delegated or transferred, in whole or in part, by any Investor to any Affiliate of such Investor over which such Investor or any of its Affiliates exercise investment authority, including, without limitation, with respect to voting and dispositive rights; provided, that any such assignee assumes the obligations of such Investor hereunder and agrees in writing to be bound by the terms of this Agreement in the same manner as such Investor; and (2) ADAH may provide for a participation interest or other arrangement whereby the economic benefits of ownership of the Series A-2 Preferred Stock are shared with Merrill, Harbinger or their Affiliates, but ADAH shall not, pursuant to such arrangements, transfer any voting or investment power or control over the Series A-2 Preferred Stock. Notwithstanding the foregoing or any other provisions herein, except pursuant to an Additional Investor Agreement acceptable to the Company, ADAH and Dolce no such assignment will relieve an Investor of its obligations hereunder if such assignee fails to perform such obligations. Except as provided in Section 10 with respect to the Indemnified Persons, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any person other than the parties hereto any rights or remedies under this Agreement.

15. Prior Negotiations; Entire Agreement. This Agreement (including the agreements attached as exhibits to and the documents and instruments referred to in this Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties will continue in full force and effect.
16. GOVERNING LAW; VENUE. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. THE INVESTORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
17. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

18. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by all the parties or, in the case of a waiver, by the party waiving compliance, and subject, to the extent required, to the approval of the Bankruptcy Court. No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at law or in equity.
19. Adjustment to Shares. If, in accordance with the terms of this Agreement, the Company effects a reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, or other similar transaction with respect to any shares of its capital stock, references to the numbers of such shares and the prices therefore shall be equitably adjusted to reflect such change and, as adjusted, shall, from and after the date of such event, be subject to further adjustment in accordance herewith.
20. Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
21. Publicity. The initial press release regarding this Agreement shall be a joint press release. Thereafter, the Company and Investors each shall consult with each other prior to issuing any press releases (and provide each other a reasonable opportunity to review and comment upon such release) or otherwise making public announcements with respect to the transactions contemplated by this Agreement and the Plan, and prior to making any filings with any third party or any governmental entity (including any national securities exchange or interdealer quotation service) with respect thereto, except as may be required by law or by the request of any governmental entity.
22. Knowledge; Sole Discretion. The phrase “knowledge of the Company” and similar phrases shall mean the actual knowledge of the Chief Restructuring Officer of the Company and such other officers as the Company, ADAH and Dolce shall reasonably agree. Whenever in this Agreement any party is permitted to take an action or make a decision in its “sole discretion,” the parties hereto acknowledge that such party is entitled to make such decision or take such action in such party’s sole and absolute and unfettered discretion and shall be entitled to make such decision or take such action without regard for the interests of any other party and for any reason or no reason whatsoever. Each party hereto acknowledges, and agrees to accept, all risks associated with the granting to the other parties of the ability to act in such unfettered manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

DELPHI CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

A-D ACQUISITION HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

HARBINGER DEL-AUTO INVESTMENT  
COMPANY, LTD.

By: \_\_\_\_\_  
Name:  
Title:

DOLCE INVESTMENTS LLC

By: Cerberus Capital Management L.P., its  
Managing Member

By: \_\_\_\_\_  
Name:  
Title:

MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

UBS SECURITIES LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1

<u>Defined Term</u>	<u>Section</u>
2008 EBITDA Amount.....	Section 12 (e)
ADAH.....	Recitals
Additional Investor Agreements.....	Section 2 (k)
Affiliate.....	Section 2 (a)
Agreement.....	Recitals
Alternative Financing.....	Section 2 (b)
Alternate Transaction.....	Section 9 (a)(v)
Alternate Transaction Agreement.....	Section 9 (a)(v)
Alternate Transaction Fee.....	Section 12 (h)
Amended and Restated Constituent Documents.....	Section 8 (c)
Assuming Investor.....	11(b)
Available Investor Shares.....	Section 2 (b)
Ballots.....	Section 1 (c)(ii)
Bankruptcy Code.....	Recitals
Bankruptcy Court.....	Recitals
Bankruptcy Rules.....	Section 3 (b)(i)
Breaching Investor.....	11(b)
Business Day.....	Section 1 (c)(iii)
Business Plan.....	Section 5 (s)
Capital Structure Date.....	Section 3 (d)
Change of Recommendation.....	Section 9 (a)(vi)
Chapter 11 Cases.....	Recitals
Closing Date.....	Section 2 (d)
Closing Date Outside Date.....	Section 12 (d)(iii)
Code.....	Section 3 (z)(ii)
Commission.....	Section 1 (c)(ii)
Commitment Fees.....	Section 2 (h)(ii)
Commitment Parties.....	Recitals
Company.....	Recitals
Company ERISA Affiliate.....	Section 3 (z)(ii)
Company Plans.....	Section 3 (z)(i)
Company SEC Documents.....	Section 3 (j)
Confirmation Hearing.....	Section 1 (c)(iii)
Confirmation Order.....	Section 9 (a)(vii)
Confirmed Plan.....	Section 9 (a)(viii)
Consideration Period.....	Section 12 (f)(ii)
Debt Financing.....	Section 5 (t)
Debtors.....	Recitals
Determination Date.....	Section 1 (c)(vi)
DGCL.....	Section 3 (oo)
DIP Order.....	Section 2(j)
Direct Subscription Shares.....	Section 2 (a)(i)
Disclosure Letter.....	Section 3

<u>Defined Term</u>	<u>Section</u>
Disclosure Letter Delivery Date .....	Section 3
Disclosure Statement .....	Section 5 (b)
Disclosure Statement Approval Date.....	Section 1 (c)(ii)
Disclosure Statement Outside Date .....	Section 12 (d)(iv)
Disinterested Director .....	Section 8 (c)
Distribution Date.....	Section 1 (c)(ii)
Dolce .....	Recitals
Due Diligence Expiration Date.....	Section 12 (d)(ii)
Due Diligence Investigation .....	Section 12 (d)(ii)
EBITDA Target .....	Section 9 (a)(xviii)
Effective Date .....	Section 1 (c)(iii)
Eligible Holder.....	Section 1 (a)
Environmental Laws .....	Section 3 (x)(i)
E&Y .....	Section 3 (q)
Equity Commitment Letter .....	Section 4 (o)
ERISA.....	Section 3 (z)(i)
Exchange Act.....	Section 3 (i)
Existing Shareholder Rights Plan .....	Section 3 (d)
Expiration Time .....	Section 1 (c)(iii)
Final Approval Order.....	Section 9 (a)(i)
GAAP.....	Section 3 (i)
GM .....	Section 8 (c)
GM Settlement.....	Section 5 (p)
GMAC.....	Section 8 (c)
Harbinger .....	Recitals
HSR Act.....	Section 3 (g)
IUE-CWA .....	Section 5 (u)
Indemnified Person .....	Section 10 (a)
Indemnifying Party .....	Section 10 (a)
Intellectual Property.....	Section 3 (s)
Initial Approval Motion .....	Recitals
Initial Approval Order.....	Recitals
Investment Decision Package .....	Section 3 (k)
Investor .....	Recitals
Investors.....	Recitals
Investor Default .....	Section 2 (b)
Investor Shares.....	Section 2 (a)
Issuer Free Writing Prospectus .....	Section 3 (k)
Limited Termination .....	Section 12 (d)
Losses.....	Section 10 (a)
Material Adverse Effect.....	Section 3 (a)
Maximum Number.....	Section 2(a)
Merrill .....	Recitals
Money Laundering Laws .....	Section 3 (ee)

<u>Defined Term</u>	<u>Section</u>
Monthly Financial Statements .....	Section 5 (r)
Multiemployer Plans .....	Section 3 (z)(ii)
New Common Stock .....	Section 1 (a)
OFAC .....	Section 3 (ff)
Option .....	Section 3 (d)
Options .....	Section 3 (d)
Plan .....	Section 1 (b)
Preferred Commitment Fee .....	Section 2 (h)(i)
Preferred Shares .....	Section 2 (a)
Preferred Term Sheet .....	Section 1 (b)
Preliminary Rights Offering Prospectus .....	Section 3 (k)
Proceedings .....	Section 10 (a)
PSA .....	Section 1 (b)
Purchase Notice .....	Section 1 (c)(vi)
Purchase Price .....	Section 1 (a)
Record Date .....	Section 1 (a)
Related Purchaser .....	Section 2 (a)
Registration Rights Agreement .....	Section 8 (c)
Resale Registration Documents .....	Section 8 (c)
Resale Registration Statement .....	Section 8 (c)
Restricted Period .....	Section 5 (j)
Restructuring Charges .....	Section 12 (e)
Right .....	Section 1 (a)
Rights Exercise Period .....	Section 1 (c)(iii)
Rights Offering .....	Section 1 (a)
Rights Offering Prospectus .....	Section 3 (k)
Rights Offering Registration Statement .....	Section 3 (k)
Satisfaction Notice .....	Section 1 (c)(vi)
Securities Act .....	Section 1 (c)(ii)
Securities Act Effective Date .....	Section 3 (k)
Series A-1 Certificate of Designations .....	Section 2 (a)(ii)
Series A-1 Preferred Stock .....	Section 2 (a)(ii)
Series A Preferred Stock .....	Section 2 (a)(ii)
Series A-2 Certificate of Designations .....	Section 2 (a)(iii)
Series A-2 Preferred Stock .....	Section 2 (a)(iii)
Series B Certificate of Designations .....	Section 2 (a)(i)
Series B Preferred Stock .....	Section 2 (a)(i)
Share .....	Section 1 (a)
Shareholders Agreement .....	Section 8 (c)
Significant Subsidiary .....	Section 3 (a)
Single-Employer Plan .....	Section 3 (z)(ii)
Specified Date .....	Section 12(g)
Standby Commitment Fee .....	Section 2 (h)(ii)
Stock Plans .....	Section 3 (d)

SCHEDULE 1  
Page 4

<u>Defined Term</u>	<u>Section</u>
Subscription Agent.....	Section 1 (c)(iii)
Subsidiary .....	Section 3 (a)
Superior Transaction.....	Section 12 (f)
Takeover Statute .....	Section 3 (oo)
Taxes .....	Section 3 (y)
Tax Returns .....	Section 3 (y)(i)
Transaction Agreements .....	Section 3 (b)(i)
Transaction Expenses.....	Section 2 (j)
Transformation Plan.....	Section 3 (m)(vii)
UAW .....	Section 5 (u)
UBS .....	Recitals
Ultimate Purchasers .....	Section 2 (k)
Unsubscribed Shares.....	Section 2 (a)(iv)
USW .....	Section 5 (u)

SCHEDULE 2

	Direct Subscription Shares	Series A-1 Preferred Stock	Purchase Price	Series A-2 Preferred Stock	Purchase Price	Series B Preferred Stock	Purchase Price	Total Purchase Price
Dolce Investments LLC .....	3,150,000	8,571,429	\$ 110,250,000	-	\$ 300,000,000	8,571,429	\$ 300,000,000	\$ 710,250,000
A-D Acquisition Holdings, LLC .....	1,890,000	-	66,150,000	8,571,429	300,000,000	5,142,857	180,000,000	546,150,000
Harbinger Del-Auto Investment Company, Ltd. ....	472,500	-	16,537,500	-	-	1,285,714	45,000,000	61,537,500
Merrill Lynch, Pierce, Fenner & Smith Incorporated. ....	393,750	-	13,781,250	-	-	1,071,429	37,500,000	51,281,250
UBS Securities LLC .....	393,750	-	13,781,250	-	-	1,071,429	37,500,000	51,281,250
Total .....	6,300,000	8,571,429	\$ 220,500,000	8,571,429	\$ 300,000,000	17,142,858	\$ 600,000,000	\$1,420,500,000
Proportionate Share of Preferred Commitment Fee:								
Dolce Investments LLC .....	50%							
A-D Acquisition Holdings, LLC .....	40%							
Harbinger Del-Auto Investment Company, Ltd. ....	3.750%							
Merrill Lynch, Pierce, Fenner & Smith Incorporated. ....	3.125%							
UBS Securities LLC .....	3.125%							
Total .....	100%							
Proportionate Share of Standby Commitment Fee:								
Dolce Investments LLC .....	50%							
A-D Acquisition Holdings, LLC .....	30%							
Harbinger Del-Auto Investment Company, Ltd. ....	7.5%							
Merrill Lynch, Pierce, Fenner & Smith Incorporated. ....	6.25%							
UBS Securities LLC .....	6.25%							
Total .....	100%							
Proportionate Share of Alternate Transaction Fee:								
Dolce Investments LLC .....	50%							
A-D Acquisition Holdings, LLC .....	30%							
Harbinger Del-Auto Investment Company, Ltd. ....	7.5%							
Merrill Lynch, Pierce, Fenner & Smith Incorporated. ....	6.25%							
UBS Securities LLC .....	6.25%							
Total .....	100%							

EXHIBIT A

**SUMMARY OF TERMS OF  
PREFERRED STOCK**

*Set forth below is a summary of indicative terms for a potential investment in Delphi Corporation by (i) certain funds and accounts, to be designated, managed, directly or indirectly, by Cerberus Capital Management L.P. and its affiliates and (ii) entities or funds controlled by Appaloosa Management, Harbinger Capital Partners, Merrill Lynch & Co. and UBS Securities. The Investment is being made in connection with a Plan of Reorganization of Delphi Corporation under chapter 11 of the Bankruptcy Code. The terms set forth below are intended solely to provide a framework for the parties as they proceed with discussions of the proposed transaction and do not constitute any agreement with respect to the definitive terms for any transaction or any agreement to agree or any solicitation of acceptances or rejections of any plan of reorganization. While the parties expect to negotiate in good faith with respect to the terms for a transaction, either party shall be free to discontinue discussions and negotiations at any time for any reason or no reason. Neither party shall be bound by the terms hereof and only execution and delivery of definitive documentation relating to the transaction shall result in any binding or enforceable obligations of any party relating to the transaction.*

**Issuer:** Delphi Corporation (the “*Company*”), a corporation organized under the laws of Delaware and a successor to Delphi Corporation, as debtor in possession in the chapter 11 reorganization case (the “*Bankruptcy Case*”) pending in the United States Bankruptcy Court for the Southern District of New York.

**Investors:** Certain funds and accounts, to be designated, managed, directly or indirectly, by Cerberus Capital Management L.P. and its affiliates (collectively, “*Cerberus*”); entities or funds controlled by Appaloosa Management (“*Appaloosa*”), Harbinger Capital Partners (“*Harbinger*”), Merrill Lynch & Co. (“*Merrill*”) and UBS Securities (“*UBS*”, and, together with Harbinger and Merrill, “*HUM*”), with the economic interests in the Preferred Stock to be purchased by the Appaloosa Investors allocated as follows: (a) Appaloosa—60.0%; (b) Harbinger—15.0%; and (c) UBS and Merrill—12.5% each; provided, that Appaloosa shall be the exclusive purchaser and sole beneficial owner for all purposes hereunder of the Series A-2 Preferred Stock and shall hold and retain all control rights with respect thereto, including voting and disposition rights. HUM and Appaloosa are collectively referred to as the “*Appaloosa Investors*” and Cerberus and the Appaloosa Investors are collectively referred to as the “*Investors*.”

**Securities to be  
Issued:**

Series A-1 Senior Convertible Preferred Stock, par value \$0.01 per share (the "*Series A-1 Preferred Stock*")

Series A-2 Senior Convertible Preferred Stock, par value \$0.01 per share (the "*Series A-2 Preferred Stock*" and, together with the Series A-1 Preferred Stock, the "*Series A Preferred Stock*")

Series B Senior Convertible Preferred Stock, par value \$0.01 per share (the "*Series B Preferred Stock*" and, together with the Series A Preferred Stock, the "*Preferred Stock*")

Except as set forth below under "Voting Rights" the Series A-1 Preferred Stock and the Series A-2 Preferred Stock are identical in all respects. In addition, the Series A Preferred Stock shall automatically convert into shares of Series B Preferred Stock, on a one for one basis, upon the happening of certain events as outlined below. The Series B Preferred Stock shall be identical in all respect to the Series A Preferred Stock except with respect to voting rights, as set forth below.

**Purchase of Preferred  
Stock:**

At the Effective Time (the "*Issue Date*") of the Plan of Reorganization (the "Plan") in the Bankruptcy Case, (i) Cerberus shall purchase all of the 8,571,429 shares of Series A-1 Preferred Stock for an aggregate of \$300 million; (ii) Appaloosa will purchase all of the 8,571,429 shares of Series A-2 Preferred Stock for an aggregate purchase price of \$300 million, (iii) Cerberus shall purchase 8,571,429 shares of Series B Preferred Stock, representing 50% of the shares of Series B Preferred Stock to be outstanding, for an aggregate of \$300 million and (iv) the Appaloosa Investors shall purchase, in the aggregate, 8,571,429 shares of Series B Preferred Stock, representing 50% of the shares of Series B Preferred Stock to be outstanding, for an aggregate of \$300 million. The Stated Value of the Preferred Stock shall be \$35.00 per share.

**Mandatory  
Conversion into  
Common Stock:**

The Company shall convert all, but not less than all, of the Preferred Stock on or after the seventh anniversary of the Issue Date at the Conversion Price in effect on such conversion date; provided, that no such conversion may be made unless the Closing Price for the Common Stock for at least 35 trading days in the period of 45 consecutive trading days immediately preceding the date of the notice of conversion shall be in excess of 150% of the initial per share plan value. The Company may not effect the conversion unless the Company has at the conversion date an effective shelf registration covering resales of the shares of Common Stock received upon such conversion of the Preferred Stock. The holders of the Series A Preferred Stock will agree not to take any action to delay or prevent such registration statement from becoming effective.

**Liquidation Rights:**

In the event of any liquidation, dissolution or winding up of the business of the Company, whether voluntary or involuntary, each holder of Preferred Stock shall receive, in exchange for each share, out of legally available assets of the Company, a preferential amount in cash equal to (i) the Stated Value plus (ii) the aggregate amount of all accrued and unpaid dividends or distributions with respect to such share (such amount being referred to as the "*Liquidation Value*").

**Ranking**

The Series A Preferred Stock and the Series B Preferred Stock shall rank *pari passu* with respect to any distributions upon liquidation, dissolution or winding up of the Company. The Preferred Stock will rank senior to any other class or series of capital stock of the Company with respect to any distributions upon liquidation, dissolution or winding up of the Company.

**Conversion of Preferred Stock into Common Stock:**

Each share of Preferred Stock shall be convertible at any time, without any payment by the Holder thereof, into a number of shares of Common Stock equal to (i) the Liquidation Value divided by (ii) the Conversion Price. The Conversion Price shall initially be \$35.00, subject to adjustment from time to time pursuant to the anti-dilution provisions of the Preferred Stock (as so adjusted, the "*Conversion Price*"). The anti-dilution provisions will contain customary provisions with respect to stock splits, recombinations and stock dividends and customary weighted average anti-dilution provisions in the event of, among other things, the issuance of rights, options or convertible securities with an exercise or conversion or exchange price below the Conversion Price, the issuance of additional shares at a price less than the Conversion Price and other similar occurrences.

**Conversion of Series A Preferred Stock into Class B Preferred Stock:**

If at any time Cerberus and Appaloosa cease to beneficially own, in the aggregate, Series A Preferred Stock with a Liquidation Value of \$250 million or more, then all of the shares of Series A Preferred Stock shall automatically convert into shares of Series B Preferred Stock, on a one for one basis, without any action on the part of the holder thereof; provided, that no such conversion may occur unless at that time, the Company has in effect a registration statement covering resales of the Series B Preferred Stock and Common Stock issuable upon conversion of the Preferred Stock. The holders of the Series A Preferred Stock will agree not to take any action to delay or prevent such registration statement from becoming effective.

If any holder transfers shares of Series A Preferred Stock to any person other than an Affiliate of such holder (a "*Permitted Holder*") then all of the shares of Series A Preferred Stock so transferred shall automatically, upon such transfer, convert into shares of Series B Preferred Stock, on a one for one basis.

In addition, any holder of Series A Preferred Stock may convert all or any portion of its Series A Preferred Stock into shares of Series B Preferred Stock, on a one for one basis, at any time at its option.

Subject to compliance with applicable securities laws, shares of Series B Preferred Stock will be freely transferable.

**Dividends:**

The holder of each share of Preferred Stock shall be entitled to receive dividends and distributions on the Preferred Stock at an annual rate of 3.25% of the Liquidation Value thereof, payable quarterly in cash. Unpaid dividends shall accrue. In addition, if any dividends are declared on the Common Stock, the Preferred Stock shall be entitled to receive, in addition to the dividend on the Preferred Stock at the stated rate, the dividends that would have been payable on the number of shares of Common Stock that would have been issued on the Preferred Stock had it been converted immediately prior to the record date for such dividend.

**Preference with  
Respect to  
Dividends:**

Each holder of Preferred Stock shall, prior to the payment of any dividend or distribution in respect of the Common Stock or any other class of capital stock of the Company ranking junior to the Preferred Stock, be entitled to be paid in full the dividends and distributions payable in respect of the Preferred Stock.

**Restriction on  
Redemptions of  
Junior Stock:**

So long as shares of Preferred Stock having a Liquidation Value of \$250 million or more remain outstanding, the Company shall not, and shall not permit any of its subsidiaries to, purchase, redeem or otherwise acquire for value any shares of Common Stock or any shares of any other class of capital stock of the Company ranking junior to the Preferred Stock except customary provisions with respect to repurchase of employee equity upon termination of employment.

**Governance – Board  
of Directors**

So long as the Series A Preferred Stock is outstanding, the following provisions shall be effective:

The board of directors of the Company shall consist of twelve (12) directors, three (3) of whom shall initially be elected by the holders of the Series A-1 Preferred Stock, three (3) of whom shall initially be elected by the holders of the Series A-2 Preferred Stock, one (1) of whom shall be the Executive Chairman selected as described below under “Executive Chairman,” one (1) of whom shall be the CEO, and four (4) of whom shall be elected by the holders of the Common Stock and the Series B Preferred Stock, voting as a class (the “Common Directors”) (it being understood that the Series A Preferred Stock shall not vote with respect to the Common Directors and any holder of Series A Preferred Stock shall not vote its shares of Series B Preferred Stock in respect of the Common Directors). For the avoidance of doubt, the Executive Chairman and the CEO shall be elected to the board by the holders of the Common Stock and the Preferred Stock, voting as a class. The Executive Chairman of the Board shall initially be selected as described below under “Executive Chairman.” The initial CEO shall be Rodney O’Neal, who shall become the CEO and President not later than the effective date of the plan of reorganization. The four (4) Common Directors shall be selected by a search committee (the “*Selection Committee*”) consisting of a representative of each of Cerberus, Appaloosa, the Unsecured Creditors Committee, the Equity Committee and the Company<sup>1</sup>, which selection shall be made by unanimous vote of the Selection Committee with the Appaloosa and Cerberus representatives on the Selection Committee not entitled to vote on such selection. Thereafter, (i) the nominees for election of the Common Directors shall be selected by the Nominating and Corporate Governance Committee of the Board with the Appaloosa and Cerberus representatives on the Committee not entitled to vote on such selection and (ii) any successor Executive Chairman shall be selected as described below under “Executive Chairman.” At least one Common Director shall serve on each committee of the Board subject, in the case of the Audit Committee, to applicable qualification requirements.

The directors selected by the holders of the Series A Preferred Stock shall be reallocated between the holders of the Series A-1 Preferred Stock and the Series A-2 Preferred Stock as follows if any changes occur in the number of outstanding shares of Series A Preferred Stock: If either series of Series A Preferred Stock represents less than 33 1/3% and 16 2/3% or more of the outstanding shares of Series A Preferred Stock then the series with the fewer number of shares shall elect two (2) directors and the series with the larger number of shares shall elect four (4) directors; if either series of Series A Preferred Stock represents less than 16 2/3% and more than 0% of the Series A Preferred Stock, then the series with the fewer number of shares shall elect one (1) director and the series with the larger number of shares shall elect five (5) directors; and if any series of the Series A Preferred Stock shall cease to be outstanding, then the holders of the other series shall elect all six (6) directors to which the Series A Preferred Stock is entitled (unless both series shall cease to be outstanding).

---

<sup>1</sup> Company representative shall be John D. Opie, the current lead director of the Company.

**Executive Chairman**

So long as the Series A Preferred Stock is outstanding, the following provisions shall be effective:

The initial Executive Chairman shall be selected by the Selection Committee by a supermajority vote of four of the five members of the Selection Committee, including the affirmative vote of both the Appaloosa and Cerberus representatives. Any successor Executive Chairman shall be selected by the Nominating and Corporate Governance Committee with the affirmative approval of the holders of the Series A-1 Preferred Stock and the Series A-2 Preferred Stock.

The Executive Chairman shall be a full-time employee of the Company with his or her principal office in the Company's world headquarters in Troy, Michigan and shall devote substantially all of his or her business activity to the business affairs of the Company.

The Executive Chairman may be removed at any time by the affirmative vote of all of the holders of the Series A Preferred Stock.

The Executive Chairman shall cause the Company to and the Company shall be obligated to meaningfully consult with the representatives of the holders of the Series A Preferred Stock with respect to the annual budget and material modifications thereto prior to the time it is submitted to the Board for approval.

The employment agreements entered into by the Company with the Executive Chairman and the Chief Executive Officer shall provide that (i) upon any termination of employment, the Executive Chairman and/or the Chief Executive Officer shall resign as a director (and the employment agreements shall require delivery at the time such agreements are entered into of an executed irrevocable resignation that becomes effective upon such termination) and (ii) the right to receive any payments or other benefits upon termination of employment shall be conditioned upon such resignation. If for any reason the Executive Chairman or the Chief Executive Officer does not resign or the irrevocable resignation is determined to be ineffective, then the holders of the Series A Preferred Stock, acting together as a single class, may remove the Executive Chairman and/or Chief Executive Officer as a director.

**Governance – Voting Rights**

Except with respect to the election of directors, who shall be elected as specified above, the holders of the Preferred Stock shall vote, on an “as converted” basis, together with the holders of the Common Stock, on all matters submitted to shareholders.

Until the Liquidation Value of the Preferred Stock beneficially owned by Appaloosa and Cerberus together with all Common Stock directly owned by Appaloosa and Cerberus (valued for this purpose at the Plan Value of \$45.00 per share) is less than \$600 million, the following Governance – Voting Rights shall be in effect:

The holders of the Series A Preferred Stock shall have the right to select, and to cause the Company to terminate, the Chief Executive Officer, the Chief Operating Officer and the Chief Financial Officer of the Company. The majority of the members of the Company’s compensation committee shall initially be made up of directors designated by Cerberus and Appaloosa. Pursuant to a stockholder agreement or other arrangements, the Company shall agree to maintain that majority.

The Company shall not, and shall not permit its subsidiaries to, take any of the following actions (subject to customary exceptions as applicable) unless (i) the Company shall provide the holders of the Series A Preferred Stock with at least 20 business days advance notice and (ii) it shall not have received, prior to the 10<sup>th</sup> business day after the receipt of such notice by the holders of Series A Preferred Stock, written notice from all of the holders of the Series A Preferred Stock that they object to such action:

- any new debt or lease financing or guarantees in excess of \$100 million in any twelve-month period after the Issue Date;
- the grant of any new lien, mortgage or security interest in any assets having a value in excess of \$100 million in any twelve-month period after the issue Date;
- a sale, transfer or other disposition of all or substantially all of the assets of the Company and its subsidiaries, on a consolidated basis;
- any merger or consolidation involving a change of control of the Company;
- any acquisition of or investment in any other person or entity having a value in excess of \$100 million in any twelve-month period after the Issue Date;
- any action to liquidate the Company;
- any issuance of equity securities or rights to acquire equity securities at less than fair market value;

- other than pursuant to any conversion provisions set forth herein, any redemption, repurchase or other acquisition of shares of capital stock involving aggregate payments in excess of \$10 million in any twelve month period after the Issue Date;
- payment of any dividends in cash or other assets (other than additional shares of Common Stock); or
- any amendment of the charter or bylaws.

The approval rights set forth above shall be in addition to the other voting rights set forth above and any voting rights to which the holders of the shares of Series A Preferred Stock are entitled under Delaware law; provided, however, in a merger or consolidation involving a change of control of the Company, the Series A Preferred Stock will be converted into the greater of (i) the consideration with a value equal to the fair market value of the Series B Preferred Stock into which such Series A Shares are then convertible (or a preferred security of equivalent economic value) and (ii) the Liquidation Preference.

These limitations shall not apply to debt or lease financing or guarantees or lien, mortgage or security interests which constitute refinancings, replacements and extensions thereof that are (i) on prevailing market terms with respect to the economics thereof and (ii) on substantially the same terms (including with respect to the obligors, tenor, security and ranking) as the obligations being refinanced, replaced or extended with respect to other terms.

The Series B Preferred Stock shall be identical in all respects to Series A Preferred Stock except the Series B Preferred Stock shall have no voting rights other than (i) the right to vote, together with the Common Stock as one class on an "as converted basis" on all matters submitted to the Common Stock (subject to restrictions on voting by holders of Series A Preferred Stock for Common Directors as set forth above) and (ii) as required by law.

Appaloosa and Cerberus shall not receive compensation or remuneration of any kind in connection with their exercise or non-exercise of voting or other rights under the Series A Preferred Stock.

**Reservation of  
Unissued Stock:**

The Company shall maintain sufficient authorized but unissued securities of all classes issuable upon the conversion or exchange of shares of Preferred Stock and Common Stock.

**Transferability and  
Right of First Offer:**

Holders of Series A Preferred Stock may sell or otherwise transfer such stock as follows:

- to any Permitted Holder
- to any other person subject to the right of first offer provided below; provided, however, that upon any such transfer, the shares of Preferred Stock so transferred shall automatically convert into shares of Series B Preferred Stock.

If any transfer or conversion of Series A Preferred Stock would result in the holders of the Series A Preferred Stock owning insufficient shares of Series A Preferred Stock to avoid the mandatory conversion of the Series A Preferred Stock, then the other holders of Series A Preferred Stock shall have the right to purchase the shares of Series A Preferred Stock proposed to be transferred or converted at a purchase price equal to the Current Market Value. The selling holder shall give the other holders at least 15 days' notice of a proposed transfer or conversion to which these rights apply. Upon such notice, the holders may elect to purchase the shares, *pro rata*, on the terms offered within 15 days following the date of such notice.

**Registration Rights:**

The Investors shall be entitled to registration rights as set forth below. The registration rights agreement shall contain customary terms and provisions consistent with such terms, including customary hold-back, cutback and indemnification provisions.

Demand Registrations. The holders of the Preferred Stock shall be entitled to four demand registrations; *provided*, that following the time that the Company is eligible to use Form S-3, the holders shall be entitled to an unlimited number of demand registrations. Any demand registration may, at the option of the holder be a "shelf" registration pursuant to Rule 415 under the Securities Act of 1933. All registrations will be subject to customary "windows."

Piggyback Registrations. In addition, the holders shall be entitled to unlimited piggyback registration rights, subject to customary cut-back provisions.

Registrable Securities: The Series B Preferred Stock, any shares of Common Stock issuable upon conversion of the Preferred Stock or the Series B Preferred Stock, any other shares of Common Stock held by any Investor (including shares acquired in the rights offering or upon the exercise of preemptive rights), and any additional securities issued or distributed by way of a dividend or other distribution in respect of any securities. Securities shall cease to be Registrable Securities upon sale to the public pursuant to an registration statement or Rule 144, or when all shares held by an Investor may be transferred without restriction pursuant to Rule 144(k).

Expenses. All registrations shall be at the Company's expense (except underwriting fees, discounts and commissions agreed to be paid by the selling holders), including, without limitation, fees and expenses of one counsel for any holders selling Registrable Securities in connection with any such registration.

**Preemptive Rights:**

So long as Cerberus and Appaloosa beneficially own, in the aggregate, Series A Preferred Stock with a Liquidation Value of \$250 million or more, the holders of Preferred Stock shall be entitled to participate *pro rata* in any offering of equity securities of the Company, other than with respect to (i) shares issued or underlying options issued to management and employees and (ii) shares issued in connection with business combination transactions.

**Commitment Fee:**

A commitment fee of \$21 million shall be earned by and payable to the Investors as provided for in the Discussion Points.

**Stockholders Agreement:**

Certain of the provisions hereof will be contained in a Stockholders Agreement to be executed and delivered by the Investors and the Company on the Issue Date.

**Governing Law:**

State of Delaware

**THIS AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR  
A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN. SUCH OFFER OR  
SOLICITATION ONLY WILL BE MADE IN COMPLIANCE WITH ALL  
APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY  
CODE.**

---

PLAN FRAMEWORK SUPPORT AGREEMENT

by and among

DELPHI CORPORATION,

GENERAL MOTORS CORPORATION,

APPALOOSA MANAGEMENT L.P.,

CERBERUS CAPITAL MANAGEMENT, L.P.,

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD.,

MERRILL LYNCH, PIERCE, FENNER & SMITH, INCORPORATED

and

UBS SECURITIES LLC

---

Dated as of December 18, 2006

## **PLAN FRAMEWORK SUPPORT AGREEMENT**

This Plan Framework Support Agreement (the “Agreement”), is entered into as of December 18, 2006, by and among Delphi Corporation (“Delphi”), on behalf of itself and its subsidiaries and affiliates operating as debtors and debtors-in-possession (together with Delphi, the “Debtors”) in the Chapter 11 Cases (as defined below), General Motors Corporation (“GM”), Appaloosa Management L.P., (“Appaloosa”), Cerberus Capital Management, L.P., (“Cerberus”), Harbinger Capital Partners Master Fund I, Ltd., (“Harbinger”), Merrill Lynch, Pierce, Fenner & Smith, Incorporated (“Merrill”) and UBS Securities LLC (“UBS”). Each of the Debtors, GM, Appaloosa, Cerberus, Harbinger, Merrill and UBS is referred to herein individually as a “Party,” and collectively, as the “Parties”. As used herein, the phrases “this Agreement”, “hereto”, “hereunder” and phrases of like import shall mean this Agreement.

### **RECITALS**

A. On October 8 and October 14, 2005, the Debtors commenced jointly administered chapter 11 cases (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) for the purpose of restructuring their businesses and related financial obligations pursuant to an overall transformation strategy (the “Transformation Plan”) that would incorporate the following structural components:

- (i) Modification of the Debtors’ labor agreements;
- (ii) Resolution of all issues and disputes between the Debtors and GM regarding (i) certain legacy obligations, including allocating responsibility for various pension and other post-employment benefit obligations; (ii) all alleged claims and causes of action arising from the spin-off of Delphi from GM; (iii) costs associated with the transformation of the Debtors’ business (including the establishment of support to be provided by GM in connection with certain of those businesses that the Debtors intend to shut-down or otherwise dispose of); (iv) the restructuring of ongoing contractual relationships with respect to continuing operations; and (v) the amount and treatment of GM’s claims in the Chapter 11 Cases (together, the “Designated Issues”);
- (iii) Development of a strategically focused product portfolio and realignment of production capacity to support it;
- (iv) Transformation of the Debtors’ work force in keeping with a sustainable cost structure and streamlined product portfolio;
- (v) Resolution of the Debtors’ pension issues; and
- (vi) Restructuring of the Debtors’ balance sheet to accommodate the transformed business.

B. In the summer of 2006, Appaloosa and Harbinger, as significant stakeholders of the Debtors, negotiated and entered into non-disclosure agreements with the Debtors pursuant to which they obtained certain information from and about the Debtors and their businesses and engaged in discussions regarding various potential reorganization structures and related matters, including the potential requirement for a substantial equity investment in Delphi to facilitate the Debtors' restructuring.

C. Separately, the Debtors conducted negotiations with other potential investors, including Cerberus.

D. At the Debtors' request, Appaloosa, Harbinger and Cerberus engaged in discussions regarding their respective views of the Transformation Plan, the terms of a potential investment in Delphi and the general terms of various potential restructuring strategies for the Debtors.

E. As a consequence of the foregoing discussions, this Agreement sets forth in Article VI hereof certain material terms of a chapter 11 plan for the Debtors (the "Plan") that is conditioned on (i) the implementation of the Transformation Plan, including a settlement of the Designated Issues, and (ii) a proposed equity investment by certain affiliates of Appaloosa, Cerberus, Harbinger, UBS and Merrill (collectively, the "Plan Investors") in Delphi (the "Investment").

F. The Plan Investors have committed to Delphi to make the Investment on the terms and on the conditions set forth in the Equity Purchase and Commitment Agreement, the form of which is annexed as Exhibit A hereto (the "Investment Agreement"), which sets forth the obligations of the Plan Investors to (i) purchase any unsubscribed shares issued under a rights offering (the "Rights Offering") of new common stock, and additional shares of common stock, of Delphi to be issued pursuant to the Plan, and (ii) purchase newly issued shares of preferred stock of Delphi.

G. Subject to the terms of this Agreement, the Parties have agreed to work together to attempt to complete the negotiation of the terms of the Plan, as well as to resolve other outstanding issues, and to formulate and facilitate confirmation and consummation of the Plan and the transactions contemplated hereby; provided, however, that Delphi will be the sole proponent of the Plan.

H. In so agreeing, the Parties do not desire and do not intend in any way to derogate from or diminish the solicitation requirements of applicable securities and bankruptcy law, or the fiduciary duties of the Debtors or any such other Party having such duties.

I. Settlement of the Designated Issues is contingent upon Delphi and GM reaching agreement on all documents pertinent in any way to GM's participation in the Plan and/or all transactions contemplated thereby, including, without limitation, definitive documentation evidencing all aspects of the commercial, business and labor-related agreements between Delphi and GM and any other Designated Issues (collectively, the "Delphi/GM Definitive Documents").

AGREEMENT

ARTICLE I

OBLIGATIONS OF THE DEBTORS

The Debtors presently believe that, subject to the exercise (after consultation with outside legal counsel) by each Debtor of its fiduciary duties as a debtor and debtor-in-possession in the Chapter 11 Cases, prompt consummation of the Plan will facilitate the Debtors' businesses and financial restructuring and is in the best interests of their creditors, shareholders, and other parties-in-interest. Accordingly, the Debtors hereby agree, subject to the exercise (after consultation with outside legal counsel) by each Debtor of its fiduciary duties as a debtor and debtor-in-possession in the Chapter 11 Cases, to use commercially reasonable efforts to obtain confirmation and consummation of the Plan; provided, however, that any failure by the Debtors to take any such actions shall not create any claim (administrative or otherwise) or cause of action against the Debtors or any of their affiliates. Subject to the foregoing and to Delphi and GM reaching agreement on the Delphi/GM Definitive Documents on or before January 31, 2007 or such later date as the Debtors shall agree, for so long as this Agreement remains in effect, the Debtors agree to:

1.1 Subject to the terms of applicable non-disclosure agreements, provide the Plan Investors and their counsel, accountants, financial advisors and other representatives with access to information and personnel so that the Plan Investors can complete their due diligence review of Delphi and its subsidiaries within the timeframe contemplated by the Investment Agreement;

1.2 Subject to the terms of applicable non-disclosure agreements, promptly provide the Plan Investors with information regarding the results of operations and other activities and negotiations related to the Transformation Plan, settlement of the Designated Issues and the Plan;

1.3 Prepare and file with the Bankruptcy Court no later than December 18, 2006, a motion (the "Initial Motion") seeking an order from the Bankruptcy Court (i) approving and authorizing the Debtors to enter into the Investment Agreement; (ii) authorizing payment of Transaction Expenses, the Commitment Fees and the Alternate Transaction Fee (as such terms are defined in the Investment Agreement) on the terms and conditions set forth in the Investment Agreement, (iii) approving and authorizing the Debtors to enter into this Agreement and (iv) determining that the Parties' entry into, and performance of, their obligations under this Agreement does not violate any law, including the Bankruptcy Code, and does not give rise to any claim or remedy against the Parties including, without limitation, designating the vote of GM or any Plan Investor on the Plan under section 1125(e) of the Bankruptcy Code;

1.4 Use commercially reasonable efforts to have the Bankruptcy Court enter an order (the "Initial Approval Order") granting the relief requested in the Initial Motion, on or before January 5, 2007;

1.5 Use commercially reasonable efforts to prepare and distribute to each Party no later than January 31, 2007 drafts of (i) the Plan, (ii) a disclosure statement with respect to the Plan (the

“Disclosure Statement”), and (iii) a registration statement to be filed with the Securities and Exchange Commission (the “Registration Statement”) relating to the Rights Offering;

1.6 Use commercially reasonable efforts to obtain entry by the Bankruptcy Court of an order approving the Disclosure Statement (the “Disclosure Statement Order”) on or before April 5, 2007;

1.7 Subject to (and conditioned upon) entry of the Disclosure Statement Order, use commercially reasonable efforts to solicit the requisite votes in favor of the Plan, obtain confirmation by the Bankruptcy Court of the Plan, obtain the debt financings contemplated by the Plan and cause the effective date of the Plan to occur on or before the later of (a) July 31, 2007 or (b) the first business day that is 180 days following the date on which the diligence out in the Investment Agreement is no longer able to be exercised as a result of waiver or the passage of time;

1.8 Use commercially reasonable efforts to cause the Registration Statement to become effective during the period approved for the commencement of solicitation of votes on the Plan; and

1.9 Engage in good faith negotiations with the other Parties regarding the Plan, Disclosure Statement and other definitive documents that are materially consistent with this Agreement and that resolve all unresolved items reflected herein and/or are necessary to the implementation of the transactions contemplated by this Agreement (collectively, the “Definitive Documents”).

## ARTICLE II

### SUPPORT OBLIGATIONS OF THE PLAN INVESTORS AND GM

Unless and until this Agreement has been terminated in accordance with its terms, and subject to GM’s and the Plan Investors’ obligations in this Article II (other than clauses (i) through (iii) of Section 2.4 hereof) being subject to Delphi and GM reaching agreement on the Delphi/GM Definitive Documents (it being understood that no Party has any obligation to agree to or enter into any such documents), and provided that any failure by any Plan Investor or GM to take or refrain from taking, as the case may be, any actions described below in this Article II shall not create any claim or cause of action against them or any of their affiliates, each of the Plan Investors and GM agree (and shall cause its respective subsidiaries and controlled affiliates to agree) that it will:

2.1 Support entry of the Disclosure Statement Order;

2.2 Not commence any proceeding or prosecute, join in, or otherwise support any action to oppose or object to entry of the Disclosure Statement Order;

2.3 Not, nor will it encourage any other person or entity to, object to, delay, impede, appeal, or take any other action, directly or indirectly, to interfere with, entry of the Disclosure Statement Order;

2.4 Until April 1, 2007, or such later date as may be mutually agreed by GM and the Plan Investors (such agreement not to be unreasonably withheld), not, directly or indirectly (i) initiate, solicit, knowingly cooperate with, or knowingly encourage any inquiries or the making of any proposal or offer that constitutes, or can reasonably be expected to lead to, any Alternate Transaction (as defined in the Investment Agreement), (ii) engage in, continue, or otherwise participate in any negotiations regarding any Alternate Transaction, (iii) enter into any letter of intent, memorandum of understanding, agreement in principle, or other agreement relating to any Alternate Transaction or (iv) withhold, withdraw, qualify, or modify (or resolve to do so) in a manner adverse to the Plan Investors or the Debtors its approval or recommendation of this Agreement, the Plan or the transactions contemplated thereby; and that it will cause its subsidiaries and controlled affiliates not to undertake, directly or indirectly, any of the actions described in the immediately preceding clauses (i) through (iv); and that it will use its commercially reasonable efforts to cause its respective directors, officers, employees, investment bankers, attorneys, accountants, and other advisors or representatives not to undertake, directly or indirectly, any of such actions; provided, however, that nothing in this Section 2.4 shall preclude GM or any of the Plan Investors or any of their respective subsidiaries or controlled affiliates, or any of their respective directors, officers, employees, investment bankers, attorneys, accountants, and other advisors or representatives from initiating, soliciting, knowingly cooperating with, knowingly encouraging, discussing, negotiating, entering into, consummating or otherwise participating in any transactions relating to (x) the sale and/or wind-down of any of the Debtors' non-core sites and/or business lines as publicly announced by the Debtors on March 31, 2006 and as modified by the Debtors, in writing provided to GM, from time to time, (y) resourcing products purchased by GM and/or (z) discussions engaged in by the Debtors in the performance of their fiduciary duties; provided further however, that if this provision is extended beyond April 1, 2007 as provided above, from and after April 1, 2007, with Delphi's prior consent, any Plan Investor or GM, as applicable, may be released from any and all of the foregoing prohibitions of this Section 2.4.

2.5 Support confirmation of the Plan and entry by the Bankruptcy Court of the order confirming the Plan (the "Confirmation Order"); provided, however, that, for the avoidance of doubt, nothing in this Section 2.5 is an agreement by any of the Plan Investors or GM to vote to accept or reject the Plan;

2.6 Not commence any proceeding or prosecute, join in, or otherwise support any action to oppose or object to the Plan; and

2.7 Not, nor will it encourage any other person or entity to, delay, object to, impede, appeal, or take any other action, directly or indirectly, to interfere with the acceptance, confirmation or occurrence of the effective date of the Plan.

Notwithstanding any other term or provision of this Agreement, nothing herein shall prevent any Party from taking any action in court as it determines is necessary or appropriate to protect its interests, including, without limitation, objecting (in writing or orally) to any document, such as the Plan or Disclosure Statement, filed in the Chapter 11 Cases by any party in interest.

### ARTICLE III

#### TERMINATION EVENTS

- 3.1 The occurrence of any of the following shall be a "Termination Event":
- a. Termination of the Investment Agreement, whether pursuant to its terms or otherwise;
  - b. Delivery of notice of the termination of this Agreement by any Party to the other Parties for any reason or no reason as determined by the Party delivering such notice in its sole discretion; provided however, that such notice may not be given until April 1, 2007.
- 3.2 All obligations hereunder of all Parties shall terminate and shall be of no further force and effect:
- a. Immediately and automatically upon the occurrence of the Termination Event described in Section 3.1(a) hereof;
  - b. Two (2) business days after receipt by the other non-terminating Parties of the notice described in Section 3.1(b) hereof; provided however, that delivery of such written notice by any Plan Investor other than Cerberus or Appaloosa shall terminate only the obligations of such Plan Investor hereunder; and
  - c. Automatically, and without written notice, immediately prior to the issuance of the common stock and preferred stock contemplated by the Plan and the Investment Agreement.

### ARTICLE IV

#### GOVERNING LAW; JURISDICTION; VENUE

This Agreement will be governed and construed in accordance with the internal laws of the State of New York without regard to any conflict of law provision that could require the application of the law of any other jurisdiction. By its execution and delivery of this Agreement, each Party hereby irrevocably and unconditionally agrees for itself that the Bankruptcy Court will retain exclusive jurisdiction over all matters related to the construction, interpretation or enforcement of this Agreement. Each Party further agrees to waive any objection based on forum non conveniens.

### ARTICLE V

#### ADDITIONAL AGREEMENTS

The Parties acknowledge that Delphi and GM presently intend to pursue agreements, to be documented in the Plan, the Confirmation Order and/or the Delphi/GM Definitive Documents, as applicable, concerning, among other matters: (a) triggering of the GM benefit guarantees; (b) assumption by GM of certain postretirement health and life insurance

obligations for certain Delphi hourly employees; (c) funding of Delphi's underfunded pension obligations, including by the 414(l) Assumption (defined below); (d) provision of flowback opportunities at certain GM facilities for certain Delphi employees; (e) GM's payment of certain retirement incentives and buyout costs under current or certain future attrition programs for Delphi employees; (f) GM's payment of mutually negotiated buy-downs; (g) GM's payment of certain labor costs for Delphi employees; (h) a revenue plan governing certain other aspects of the commercial relationship between Delphi and GM; (i) the wind-down of certain Delphi facilities and the sales of certain Delphi business lines and sites; (j) the Debtors' support for GM's efforts to resource products purchased by GM; (k) licensing of the Debtors' intellectual property to GM or for its benefit; (l) treatment of the Environmental Matters Agreement between Delphi and GM; (m) treatment of normal course items, such as warranty, recall and product liability obligations; and (n) treatment of all other executory contracts between the Debtors and GM. The Parties agree to negotiate in good faith all of the documents and transactions described in this Article (it being understood that (i) no Party has any obligation to enter into any such documents or consummate any such transactions and (ii) the delivery by any Party of a termination notice pursuant to Section 3.1(b) hereof shall not constitute a breach of this Article V).

## ARTICLE VI

### PLAN FRAMEWORK

The Plan shall contain all of the following terms:

6.1 A condition precedent to the effectiveness of the Plan (subject to the waiver provisions to be negotiated in connection with the Plan) shall be that the aggregate amount of all trade claims and other unsecured claims (including any accrued interest) (excluding (i) unsecured funded debt claims, (ii) Flow-Through Claims (defined below), (ii) GM claims, which shall be treated as set forth below, (iii) subordinated debt claims, which shall be treated as set forth below, and (iv) securities claims, which shall be treated as set forth below) (collectively, the "Trade and Other Unsecured Claims") that have been asserted or scheduled but not yet disallowed as of the effective date of the Plan shall be allowed or estimated for distribution purposes by the Bankruptcy Court to be no more than \$1.7 billion.

6.2 All senior secured debt shall be refinanced and paid in full and all allowed administrative and priority claims shall be paid in full.

6.3 Trade and Other Unsecured Claims and unsecured funded debt claims shall be placed in a single class. All such claims that are allowed (including all allowed accrued interest) shall be satisfied in full with (a) \$810 million of common stock (18,000,000 out of a total of 135,285,714 shares,<sup>1</sup> at a deemed value of \$45.00 per share for Plan distribution purposes) in reorganized Delphi and (b) the balance in cash; provided, however, that the common stock and cash to be distributed pursuant to the immediately preceding clause shall be reduced

---

<sup>1</sup> References in this Article VI to the total number of shares of common stock gives effect to the conversion of the preferred stock issued pursuant to the Investment Agreement to common stock.

proportionately by the amount that allowed Trade and Other Unsecured Claims are less than \$1.7 billion.

6.4 (i) Customer and environmental obligations, (ii) employee-related (excluding collective bargaining-related obligations) and other obligations (as to be agreed by the Debtors and the Plan Investors) and (iii) litigation exposures and other liabilities that are covered by insurance (as to be agreed by the Debtors and the Plan Investors and scheduled in the Plan) ((i), (ii) and (iii) together, the “Flow-Through Claims”) will be unimpaired and will be satisfied in the ordinary course of business (subject to the preservation and flow-through of all estate rights, claims and defenses with respect thereto which shall be fully reserved).

6.5 GM will receive an allowed general unsecured claim for all claims and rights of GM and its affiliates (excluding in respect of the 414(l) Assumption, all Flow Through Claims and all other claims and amounts to be treated in the normal course or arising or paid pursuant to the Delphi/GM Definitive Documents) that will be satisfied with (a) 7,000,000 out of a total of 135,285,714 shares of common stock in reorganized Delphi and (b) \$2.63 billion in cash.

6.6 All subordinated debt claims (including all accrued interest) will be allowed and will be satisfied with (a) \$450 million of common stock (10,000,000 out of a total of 135,285,714 shares, at a deemed value of \$45.00 per share for Plan distribution purposes) in reorganized Delphi and (b) the balance in cash.

6.7 Allowed securities claims will be satisfied solely from available insurance or as otherwise agreed by the Plan Investors.

6.8 Holders of existing equity securities in Delphi shall receive, in the aggregate, (a) \$135 million of common stock (3,000,000 out of a total of 135,285,714 shares, at a deemed value of \$45.00 per share for Plan distribution purposes) in reorganized Delphi and (b) rights to purchase 63,000,000 out of a total of 135,285,714 shares of common stock (to be reduced by the guaranteed minimum of 10% of the rights for the Plan Investors) in reorganized Delphi for \$2.205 billion (exercise price: \$35/share).

6.9 The preferred stock to be issued pursuant to the Plan in connection with the Investment Agreement shall be subject to the terms listed on the term sheet attached to the Investment Agreement (“Summary of Terms of Preferred Stock”), which are incorporated by reference herein.

6.10 Delphi will arrange for payment on the effective date of the Plan of \$3.5 billion to fund its pension obligations. Such payment will include GM taking \$2.0 billion of net pension obligations pursuant to a 414(l) transaction (the “414(l) Assumption”), which amount shall be reduced to no less than \$1.5 billion if (a) Delphi and the Plan Investors determine that any greater amount will have an adverse impact on the Debtors or (b) the Plan Investors determine that any greater amount will have an adverse impact on the Plan Investors' proposed investment in the Debtors. GM will receive a note from Delphi in the amount of the 414(l) Assumption transferred in the 414(l) transaction, subject to agreed market terms to be specified in the Delphi/GM Definitive Documents; provided, however, that such note will be due, payable and paid in full at par plus accrued interest in cash within ten (10) days following the effective date of the Plan.

6.11 A joint claims oversight committee shall be established on the effective date of the Plan or as soon thereafter as practicable to monitor claims administration, provide guidance to the Debtors, and address the Bankruptcy Court if such post-effective date joint claims oversight committee disagrees with the Debtors' determinations requiring claims resolution. The composition of the joint claims oversight committee shall be satisfactory to the Plan Investors in their sole and absolute discretion, but in any case, shall include at least one representative appointed by the Plan Investors.

6.12 Reorganized Delphi will be subject to the following corporate governance provisions:

a. A five-member selection committee (the "Selection Committee") will select a new executive chair of reorganized Delphi. The Selection Committee will consist of the following members: (i) John D. Opie, currently a member of Delphi's board of directors and its lead independent director; (ii) one (1) representative appointed by the statutory committee of unsecured creditors appointed in the Chapter 11 Cases; (iii) one (1) representative appointed by the statutory committee of equity security holders appointed in the Chapter 11 Cases; and (iv) two (2) representatives appointed by the Plan Investors. The new executive chair will be chosen by a super majority of four (4) of the five (5) members of the Selection Committee, which must include both representatives appointed by the Plan Investors.

b. The board of directors of reorganized Delphi will consist of twelve (12) members: (i) the new executive chair; (ii) Rodney O'Neal, who will be appointed chief executive officer and president of reorganized Delphi not later than the effective date of the Plan; (iii) four (4) members (who may include one (1) existing independent director) chosen by a unanimous vote of the Selection Committee, provided, however, that the representatives of the Selection Committee appointed by the Plan Investors will not be entitled to vote on these four (4) directors (the "Common Directors"); (iv) three (3) members chosen by Appaloosa; and (v) three (3) members chosen by Cerberus. All twelve (12) new directors will be publicly identified not later than the day that is ten (10) days prior to the date scheduled for the hearing of the Bankruptcy Court to confirm the Plan. The board of directors of reorganized Delphi will satisfy all applicable exchange/NASDAQ independence requirements.

c. Ongoing management compensation, including the SERP, stock options, restricted stock, severance, change in control provisions and all other benefits will be on market terms (as determined by the Board of Directors, based on the advice of Watson-Wyatt, and such management compensation plan design shall be described in the Disclosure Statement and included in the Plan) and reasonably acceptable to the Plan Investors; claims of former management and terminated/resigning management will be resolved on terms acceptable to Delphi and the Plan Investors or by court order. Equity awards will dilute all equity interests pro rata.

d. The amended and restated certificate of incorporation of Delphi to be effective immediately following the effective date of the Plan shall prohibit; (A) for so long as Appaloosa or Dolce Investments, LLC ("Dolce"), as the case may be, owns any shares of Series A Preferred Stock, any transactions between Delphi or any of its Subsidiaries (as defined in the Investment Agreement), on the one hand, and Appaloosa or Dolce or their respective Affiliates (as defined in the Investment Agreement), as the case may be, on the other hand (including any

“going private transaction” sponsored by Appaloosa or Dolce) unless such transaction shall have been approved by (x) directors constituting not less than 75% of the number of Common Directors (as defined in the Investment Agreement) and (y) in the case of any transaction with Appaloosa or its Affiliates, Dolce, and in the case of any transaction with Dolce or its Affiliates, Appaloosa, and (B) any transaction between Delphi or any of its Subsidiaries, on the one hand, and a director, on the other hand, other than a director appointed by holders of Series A Preferred Stock (as defined in the Investment Agreement), unless such transaction shall have been approved by directors having no material interest in such transaction (a “Disinterested Director”) constituting not less than 75% of the number of Disinterested Directors; provided, that nothing in this provision shall require any approval of any arrangements in effect as of December 18, 2006 with either General Motors Acceptance Corporation (“GMAC”) or GM as a result of the ownership by Dolce and its Affiliates of securities of GMAC or Dolce’s and its Affiliates’ other arrangements in effect as of December 18, 2006 with GM with respect to GMAC.

6.13 A condition precedent to the effectiveness of the Plan shall be the ratification (and/or fulfillment of all other prerequisites to the effectiveness) of each of Delphi’s definitive labor agreements with each of its U.S. labor unions (including, without limitation, new or amended collective bargaining agreements and withdrawals and/or settlements of all claims of each of Delphi’s labor unions) and each of the labor-related Delphi/GM Definitive Documents.

## ARTICLE VII

### IMPLEMENTATION

7.1 Promptly after execution of this Agreement by all Parties, Delphi will seek entry of the Initial Approval Order, in form and substance satisfactory to each Party, by the Bankruptcy Court. The Plan Investors and GM will timely file statements in support thereof with the Bankruptcy Court.

7.2 The Parties agree to negotiate in good faith all of the documents and transactions described in this Agreement (it being understood that (i) no Party has any obligation to enter into any such documents or consummate any such transactions and (ii) the delivery by any Party of a termination notice pursuant to Section 3.1(b) hereof shall not constitute a breach of this Section 7.2).

## ARTICLE VIII

### GENERAL PROVISIONS

8.1 This Agreement is expressly contingent on, and shall automatically become effective on such date as the Initial Approval Order, in form and substance satisfactory to each Party, has been entered by the Bankruptcy Court and the Investment Agreement, substantially in the form of Exhibit A hereto, has been executed by all parties to the Investment Agreement; provided, however, that if the Bankruptcy Court shall not have entered the Initial Approval Order, in form and substance satisfactory to each Party, on or before January 22, 2007 and all parties to

the Investment Agreement shall not have executed the Investment Agreement, substantially in the form of Exhibit A hereto, within three (3) business days following entry of the Initial Approval Order, this Agreement (and all obligations hereunder of all Parties) shall automatically terminate without ever having become effective.

8.2 Except as expressly provided in this Agreement, nothing contained herein (i) is intended to, or does, in any manner waive, limit, impair or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, (ii) may be deemed an admission of any kind, or (iii) effects a modification of any existing agreement until the occurrence of the effective date of the Plan. If the transactions contemplated herein are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto are not admissible into evidence in any proceeding other than a proceeding to enforce its terms.

8.3 The Plan Investors shall promptly deliver to GM (i) written notice upon the termination of the Investment Agreement, whether pursuant to its terms or otherwise, and (ii) copies of any amendments, waivers, supplements or other modifications to the Investment Agreement.

8.4 Delphi and the Plan Investors have advised GM that (a) the Plan Framework described in Article VI of this Agreement and the planned investments of the Plan Investors described in the Investment Agreement are predicated, in part, on the ability of Delphi to formulate a business plan and projections reflecting that Delphi's reorganized businesses will achieve annual EBITDA of not less than \$2.4 billion on a consolidated basis following completion of Delphi's Transformation Plan and (b) Delphi will not be able to achieve such financial results if the Transformation Plan is not implemented.

8.5 Each Plan Investor and GM hereby agrees that it shall not (and shall cause its subsidiaries and controlled affiliates not to) (a) sell, transfer, assign, pledge, or otherwise dispose, directly or indirectly, of its right, title or interest in respect of its claims against or interests in any of the Debtors (to the extent held by it on the date hereof or acquired hereafter), in whole or in part, or (b) grant any proxies, deposit any such claims or interests (to the extent held by it on the date hereof or acquired hereafter) into a voting trust, or enter into a voting agreement with respect to such claims or interests, as the case may be, unless the transferee agrees in writing at the time of such transfer to be bound by all obligations of the transferor contained in this Agreement, including, but not limited to, Article II hereof, and the transferor, within three business days, provides written notice of such transfer to each other Party, together with a copy of the written agreement of the transferee agreeing to be so bound. Each Party further agrees that it may not create any subsidiary or affiliate for the sole purpose of acquiring any claims against or interests in any member of the Debtors without causing such subsidiary or affiliate to become a Party hereto prior to such acquisition.

8.6 Each of Appaloosa, Harbinger, Cerberus, Merrill and UBS hereby confirms, on a several but not joint basis, that it and its affiliates remains the beneficial holder of, and/or the holder of investment authority over, the claim and interests, if any, previously disclosed in

connection with its applicable non-disclosure agreement with the Debtors and that it will advise the Debtors upon any change in its or its affiliates' holdings.

8.7 Each Party hereby acknowledges that this Agreement is not and shall not be deemed to be a solicitation to accept or reject a plan in contravention of section 1125(b) of the Bankruptcy Code. Each Party further acknowledges that no securities of any Debtor are being offered or sold hereby and that this Agreement does not constitute an offer to sell or a solicitation of an offer to buy any securities of any Debtor.

8.8 Each Party, severally and not jointly, represents, covenants, warrants, and agrees to each other Party, only as to itself and not as to each of the others, that the following statements, as applicable, are true, correct, and complete as of the date hereof:

a. It has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and to perform its obligations hereunder;

b. It is duly organized, validly existing, and in good standing under the laws of its state of organization and it has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

c. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership, or limited liability company action on its part; provided, however, that the Debtors' authority to enter into this Agreement is subject to Bankruptcy Court approval;

d. This Agreement has been duly executed and delivered by it and constitutes its legal, valid, and binding obligation, enforceable in accordance with the terms hereof, subject to entry of the Initial Approval Order;

e. The execution, delivery, and performance by it (when such performance is due) of this Agreement do not and shall not (i) violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its certificate of incorporation or bylaws or other organizational documents or those of any of its subsidiaries or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party; and

f. There are no undisclosed agreements or commitments between or among the Parties regarding matters subject to the terms of this Agreement.

8.9 Except as otherwise specifically provided herein, this Agreement may not be modified, waived, amended or supplemented unless such modification, waiver, amendment or supplement is in writing and has been signed by each Party. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver be deemed a continuing waiver.

8.10 This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives; provided,

however, that nothing contained in this Section 8.10 will be deemed to permit sales, assignments, or transfers of this Agreement.

8.11 Nothing contained in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any Party to this Agreement. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice):

If to the Debtors, to:

- a. Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098  
Attention: John D. Sheehan – Facsimile: (248) 813-2612  
David M. Sherbin, Esq./Sean Corcoran – Facsimile: (248) 813-2491

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10036  
Facsimile: (212) 735-2000/1  
Attention: Eric L. Cochran, Esq.  
Kayalyn A. Marafioti, Esq.  
Thomas J. Matz, Esq.

and

Skadden, Arps, Slate, Meagher & Flom LLP  
333 West Wacker Drive  
Chicago, Illinois 60606  
Facsimile: (312) 407-0411  
Attention: John Wm. Butler, Jr., Esq.  
George N. Panagakis, Esq.

b. If to Appaloosa, to:

Appaloosa Management L.P.  
26 Main Street  
Chatham, New Jersey 07928  
Facsimile: (973) 701-7055  
Attention: Ronald Goldstein

with a copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard  
Suite 4900  
Miami, Florida 33131-2352  
Facsimile: (305) 358-5744/5766  
Attention: Thomas E Lauria, Esq.

c. If to Harbinger, to:

Harbinger Capital Partners Master Fund I, Ltd.  
c/o Harbinger Capital Partners  
555 Madison Avenue, 16th Floor  
New York, New York 10022  
Facsimile: (212) 508-3721  
Attention: Philip A. Falcone

with a copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard  
Suite 4900  
Miami, Florida 33131-2352  
Facsimile: (305) 358-5744/5766  
Attention: Thomas E Lauria

and

Kaye Scholer LLP  
425 Park Avenue  
New York, New York 10022-3598  
Facsimile: (212) 836-7157  
Attention: Benjamin Mintz, Esq.  
Lynn Toby Fisher, Esq.

d. If to Cerberus, to:

Cerberus Capital Management, L.P.  
299 Park Avenue  
New York, New York 10171  
Facsimile: (212) 421-2958 / (212) 909-1409 / (212) 935-8749  
Attention: Scott Cohen / Dev Kapadia / Seth Gardner

with a copy to:

Milbank, Tweed, Hadley & McCloy LLP  
601 South Figueroa Street, 30th Floor  
Los Angeles, California 90017-5735  
Facsimile: (213) 892-4470  
Attention: Gregory A. Bray, Esq.

e. If to GM, to:

General Motors Corporation  
767 Fifth Avenue  
14th Floor  
New York, New York 10153  
Facsimile: (212) 418-3695  
Attention: Michael Lukas

and

General Motors Corporation  
300 GM Renaissance Center  
Detroit, Michigan 48265  
Facsimile: (313) 665-4992  
Attention: E. Chris Johnson, Esq.  
Frederick A. Fromm, Esq.

with a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Facsimile: (212) 310-8007  
Attention: Martin J. Bienenstock, Esq.  
Jeffrey L. Tanenbaum, Esq.  
Michael P. Kessler, Esq.

f. If to Merrill, to:

Merrill Lynch, Pierce, Fenner & Smith Incorporated.  
4 World Financial Center

New York, New York 10080  
Facsimile: (212) 449-0769  
Attention: Robert Spork / Rick Morris

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Facsimile: (212) 757-3990  
Attention: Andrew N. Rosenberg

g. If to UBS, to:

UBS Securities LLC  
299 Park Avenue  
New York, New York 10171  
Facsimile: (212) 821-3008 / (212) 821-4042  
Attention: Steve Smith / Osamu Watanabe

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Facsimile: (212) 225-3999  
Attention: Leslie N. Silverman

8.13 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile shall be effective as delivery of a manually executed signature page of this Agreement.

8.14 This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, with respect to such subject matter. This Agreement is the product of negotiations among the Parties and represents the Parties' intentions. In any action to enforce or interpret this Agreement, this Agreement will be construed in a neutral manner, and no term or provision of this Agreement, or this Agreement as a whole, will be construed more or less favorably to any Party.

8.15 The agreements, representations and obligations of the Parties under this Agreement are, in all respects, several and not joint. Any breach of this Agreement by any Party shall not result in liability for any other non-breaching Party.

[Remainder of page intentionally blank; remaining pages are signature pages.]

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be duly executed and delivered by their respective, duly authorized officers as of the date first above written.

DELPHI CORPORATION

By: /s/ John D. Sheehan  
Name: John D. Sheehan  
Title: Vice President and  
Chief Restructuring Officer

GENERAL MOTORS CORPORATION

By: /s/ Frederick A. Henderson  
Name: Frederick A. Henderson  
Title: Vice Chairman and  
Chief Financial Officer

APPALOOSA MANAGEMENT L.P.

By: /s/ Ronald Goldstein  
Name: Ronald Goldstein  
Title: Partner

HARBINGER CAPITAL PARTNERS MASTER FUND I,  
LTD.

By: Harbinger Capital Partners Offshore Manager,  
L.L.C., as investment manager

By: /s/ Philip A. Falcone  
Name: Philip A. Falcone  
Title: Senior Managing Director

CERBERUS CAPITAL MANAGEMENT, L.P.

By: /s/ Scott H. Cohen  
Name: Scott H. Cohen  
Title: Managing Director

MERRILL LYNCH, PIERCE, FENNER & SMITH,  
INCORPORATED

By: /s/ Graham Goldsmith  
Name: Graham Goldsmith  
Title: Managing Director

UBS SECURITIES LLC

By: /s/ Steven D. Smith  
Name: Steven D. Smith  
Title: Managing Director

By: /s/ Andrew Kramer  
Name: Andrew Kramer  
Title: Managing Director

Equity Commitment Letter from A-D Acquisition Holdings, LLC

**APPALOOSA MANAGEMENT L.P.**

26 Main Street  
Chatham, New Jersey 07928

January \_\_, 2007

A-D Acquisition Holdings, LLC  
c/o Appaloosa Management L.P.  
26 Main Street  
Chatham, New Jersey, 07928  
Attention: Ronald Goldstein

Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098

Ladies and Gentlemen:

Reference is made to that certain Equity Purchase and Commitment Agreement (the "Agreement"), dated as of the date hereof, by and among A-D Acquisition Holdings, LLC, a limited liability company formed under the laws of the State of Delaware (the "Investor"), Harbinger Del-Auto Investment Company, Ltd., an exempted company formed under the laws of the Cayman Islands, Dolce Investments, LLC, a limited liability company formed under the laws of the State of Delaware, Merrill Lynch, Pierce Fenner & Smith Incorporated, a Delaware corporation, and UBS Securities LLC, a limited liability company formed under the laws of the State of Delaware, on the one hand, and Delphi Corporation, a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "Company"), on the other hand. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

This letter will confirm the commitment of Appaloosa Management L.P. ("AMLP"), on behalf of one or more of its affiliated funds or managed accounts to be designated, to provide or cause to be provided funds (the "Funds") to the Investor in an amount up to \$1,141,500,000, subject to the terms and conditions set forth herein. If (i) a Limited Termination has occurred, (ii) the Agreement has not been terminated by the Investor in accordance with its terms within ten (10) Business Days of the occurrence of such Limited Termination, and (iii) the Investor becomes obligated in accordance with Section 2(b) of the Agreement to purchase the Available Investor Shares as a result of such Limited Termination (an "Escalation Trigger"), the maximum amount of Funds referred to in the immediately preceding sentence shall be increased as follows: (i) by \$175,312,500 if an Escalation Trigger arises as a result of a Limited Termination by Merrill Lynch, Pierce, Fenner & Smith Incorporated; (ii) by \$175,312,500 if an Escalation Trigger arises as a result of a Limited Termination by UBS Securities LLC; and (iii) by \$210,375,000 if an Escalation Trigger arises as a result of a Limited Termination by Harbinger Del-Auto Investments Company, Ltd. The Funds to be provided by or on behalf of AMLP to the Investor will be used to provide the financing for the Investor (i) to purchase the Preferred Shares and the Investor Shares pursuant to the Agreement (the "Purchase Obligation") and (ii) to satisfy the Investor's other obligations under the Agreement, if any; provided, however, that the

A-D Acquisition Holdings, LLC  
Delphi Corporation  
January \_\_, 2007  
Page 2

aggregate liability of AMLP under the immediately preceding clauses (i) and (ii) shall under no circumstances exceed the Cap (as defined below). AMLP shall not be liable to fund to the Investor any amounts hereunder (other than to fund the Purchase Obligation), unless and until, any party to the Agreement, other than the Company, commits a willful breach of the Agreement. For purposes of this letter agreement, the "Cap" shall mean (i) at all times on or prior to the Disclosure Statement Approval Date, \$100,000,000 and (ii) after the Disclosure Statement Approval Date, \$250,000,000. Our commitment to fund the Investor's Purchase Obligation is subject to the satisfaction, or waiver in writing by AMLP and the Investor, of all of the conditions, if any, to the Investor's obligations at such time contained in the Agreement.

Notwithstanding any other term or condition of this letter agreement, (i) under no circumstances shall the liability of AMLP hereunder or for breach of this letter agreement exceed, in the aggregate, the Cap for any reason, (ii) under no circumstances shall AMLP be liable for punitive damages and (iii) the liability of AMLP shall be limited to monetary damages only. There is no express or implied intention to benefit any person or entity not party hereto and nothing contained in this letter agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any person or entity other than the Investor and the Company. Subject to the terms and conditions of this letter agreement, the Company shall have the right to assert its rights hereunder directly against AMLP.

The terms and conditions of this letter agreement may be amended, modified or terminated only in a writing signed by all of the parties hereto. AMLP's obligations hereunder may not be assigned, except its obligations to provide the Funds may be assigned to one or more of its affiliated funds or managed accounts affiliated with AMLP, provided that such assignment will not relieve AMLP of its obligations under this letter agreement.

This commitment will be effective upon the Investor's acceptance of the terms and conditions of this letter agreement (by signing below) and the execution of the Agreement by the Company and will expire on the earliest to occur of (i) the closing of the transactions contemplated by the Agreement, and (ii) termination of the Agreement in accordance with its terms; provided, however, that in the event that the Agreement is terminated, AMLP's obligations hereunder to provide funds to the Investor to fund the Investor's obligations under the Agreement on account of any willful breach of the Agreement for which the Investor would be liable shall survive; provided further, that the Company shall provide AMLP with written notice within 90 days after the termination of the Agreement of any claim that a willful breach of the Agreement has occurred for which the Investor would be liable and if the Company fails to timely provide such notice then all of AMLP's obligations hereunder shall terminate, this letter agreement shall expire and any claims hereunder shall forever be barred. Upon the termination or expiration of this letter agreement, all rights and obligations of the parties hereunder shall terminate and there shall be no liability on the part of any party hereto.

AMLP hereby represents and warrants as follows:

A-D Acquisition Holdings, LLC  
Delphi Corporation  
January \_\_, 2007  
Page 3

(a) AMLP is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) AMLP has the requisite limited partnership power and authority to enter into, execute and deliver this letter agreement and to perform its obligations hereunder and all necessary action required for the due authorization, execution, delivery and performance by it of this letter agreement has been taken.

(c) This letter agreement has been duly and validly executed and delivered by AMLP and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(d) AMLP has, and will have on the Closing Date, available funding necessary to provide the Funds in accordance with this letter agreement.

No director, officer, employee, partner, member or direct or indirect holder of any equity interests or securities of AMLP, or any of its affiliated funds or managed accounts, and no director, officer, employee, partner or member of any such persons other than any general partner (collectively, the "Party Affiliates") shall have any liability or obligation of any nature whatsoever in connection with or under this letter or the transactions contemplated hereby, and each party hereto hereby waives and releases all claims against such Party Affiliates related to such liability or obligation.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the conflict of laws principles thereof). AMLP AND THE INVESTOR HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS.

This letter agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and same instrument.

Sincerely,

**APPALOOSA MANAGEMENT L.P.**

A-D Acquisition Holdings, LLC  
Delphi Corporation  
January \_\_, 2007  
Page 4

By: \_\_\_\_\_  
Name:  
Title:

Agreed to and accepted as of the date first  
above written:

**A-D ACQUISITION HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**DELPHI CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Equity Commitment Letter from Dolce Investments LLC

**CERBERUS CAPITAL MANAGEMENT, L.P.**

299 Park Avenue  
New York, New York 10171

January \_\_, 2007

Dolce Investments, LLC  
299 Park Avenue  
New York, New York 10171  
Attention: Seth Gardner

Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098

Ladies and Gentlemen:

Reference is made to that certain Equity Purchase and Commitment Agreement (the "Agreement"), dated as of the date hereof, by and among A-D Acquisition Holdings, LLC, a limited liability company formed under the laws of the State of Delaware, Harbinger Del-Auto Investment Co., Ltd., an exempted company formed under the laws of the Cayman Islands, Dolce Investments, LLC, a limited liability company formed under the laws of the State of Delaware (the "Investor"), Merrill Lynch, Pierce Fenner & Smith, Incorporated, a Delaware corporation, and UBS Securities LLC, a limited liability company formed under the laws of the State of Delaware, on the one hand, and Delphi Corporation, a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "Company"), on the other hand. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

This letter will confirm the commitment of Cerberus Capital Management, L.P. ("Cerberus"), on behalf of one or more of its affiliated funds or managed accounts to be designated, to provide or cause to be provided funds (the "Funds") to the Investor in an amount up to \$1,702,500,000, subject to the terms and conditions set forth herein. The Funds to be provided by or on behalf of Cerberus to the Investor will be used to provide the financing for the Investor (i) to purchase the Preferred Shares and the Investor Shares pursuant to the Agreement (the "Purchase Obligation") and (ii) to satisfy the Investor's other obligations under the Agreement, if any; provided, however, that the aggregate liability of Cerberus under clauses (i) and (ii) shall under no circumstances exceed the Cap (as defined below). Cerberus shall not be liable to fund to the Investor any amounts hereunder (other than to fund the Purchase Obligation), unless, and until, any party to the Agreement other than the Company commits a willful breach of the Agreement. For purposes of this letter agreement, the "Cap" shall mean (i) at all times on or prior to the Disclosure Statement Approval Date, \$100,000,000 and (ii) after the Disclosure Statement Approval Date, \$250,000,000. Our commitment to fund the Investor's Purchase Obligation is subject to the satisfaction, or waiver in writing by Cerberus and the Investor, of all of the conditions, if any, to the Investor's obligations at such time contained in the Agreement.

Notwithstanding any other term or condition of this letter agreement, (i) under no circumstances shall the liability of Cerberus hereunder or for breach of this letter agreement exceed, in the aggregate, the Cap for any reason, (ii) under no circumstances shall Cerberus be liable for punitive damages, and (iii) the liability of Cerberus shall be limited to monetary damages only. There is no express or implied intention to benefit any person or entity not party hereto and nothing contained in this letter

Dolce Investments, LLC  
Delphi Corporation  
January [ ], 2007  
Page 2

agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any person or entity other than the Investor and the Company. Subject to the terms and conditions of this letter agreement, the Company shall have the right to assert its rights hereunder directly against Cerberus.

The terms and conditions of this letter agreement may be amended, modified or terminated only in a writing signed by all of the parties hereto. Cerberus's obligations hereunder may not be assigned, except its obligations to provide the Funds may be assigned to one or more of its affiliated funds or managed accounts affiliated with Cerberus, provided that such assignment will not relieve Cerberus of its obligations under this letter agreement.

This commitment will be effective upon the Investor's acceptance of the terms and conditions of this letter agreement (by signing below) and the execution of the Agreement by the Company and will expire on the earliest to occur of (i) the closing of the transactions contemplated by the Agreement, and (ii) termination of the Agreement in accordance with its terms; provided, however, that in the event that the Agreement is terminated, Cerberus' obligations hereunder to provide funds to the Investor to fund the Investor's obligations under the Agreement on account of any willful breach of the Agreement for which the Investor would be liable shall survive; provided further, that the Company shall provide Cerberus with written notice within 90 days after the termination of the Agreement of any claim that a willful breach of the Agreement has occurred for which the Investor would be liable and if the Company fails to timely provide such notice then all of Cerberus' obligations hereunder shall terminate, this letter agreement shall expire and any claims hereunder shall be forever barred. Upon the termination or expiration of this letter agreement all rights and obligations of the parties hereunder shall terminate and there shall be no liability on the part of any party hereto.

Cerberus hereby represents and warrants as follows:

(a) Cerberus is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) Cerberus has the requisite limited partnership power and authority to enter into, execute and deliver this letter agreement and to perform its obligations hereunder and all necessary action required for the due authorization, execution, delivery and performance by it of this letter agreement has been taken.

(c) This letter agreement has been duly and validly executed and delivered by Cerberus and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(d) Cerberus has, and will have on the Closing Date, available funding necessary to provide the Funds in accordance with this letter agreement.

No director, officer, employee, partner, member, or direct or indirect holder of any equity interests or securities of Cerberus, or any of its affiliated funds or managed accounts, and no director, officer, employee, partner or member of any such persons other than any general partner (collectively, the "Party Affiliates") shall have any liability or obligation of any nature whatsoever in connection with or under this letter or the transactions contemplated hereby, and each party hereto hereby waives and releases all claims against such Party Affiliates related to such liability or obligation.

Dolce Investments, LLC  
Delphi Corporation  
January [ ], 2007  
Page 3

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the conflict of laws principles thereof). CERBERUS AND THE INVESTOR HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS.

This letter agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and same instrument.

Sincerely,

**CERBERUS CAPITAL MANAGEMENT, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

Agreed to and accepted as of the date first  
above written:

**DOLCE INVESTMENTS, LLC**

By: **CERBERUS CAPITAL MANAGEMENT, L.P.,**  
Its Managing Member

By: \_\_\_\_\_  
Name:  
Title:

**DELPHI CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Equity Commitment Letter from Harbinger Del-Auto Investment Company, Ltd.

**Harbinger Capital Partners Master Fund I, Ltd.**

c/o 555 Madison Avenue  
New York, New York 10122

January [ ], 2007

Harbinger Del-Auto Investment Company Ltd.  
c/o Harbinger Capital Partners Master Fund I, Ltd.  
555 Madison Avenue  
New York, New York 10022

Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098

Ladies and Gentlemen:

Reference is made to that certain Equity Purchase and Commitment Agreement (the "Agreement"), dated as of the date hereof, by and among A-D Acquisition Holdings, LLC, a limited liability company formed under the laws of the State of Delaware, Harbinger Del-Auto Investment Company, Ltd., an exempted company formed under the laws of the Cayman Islands, Dolce Investments, LLC, a limited liability company formed under the laws of the State of Delaware (the "Investor"), Merrill Lynch, Pierce Fenner & Smith, Incorporated, a Delaware corporation, and UBS Securities LLC, a limited liability company formed under the laws of the State of Delaware, on the one hand, and Delphi Corporation, a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "Company"), on the other hand. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

This letter will confirm the commitment of Harbinger Capital Partners Master Fund I, Ltd. ("Harbinger"), on behalf of one or more of its affiliated funds or managed accounts to be designated, to provide or cause to be provided funds (the "Funds") to the Investor in an amount up to \$210,375,000, subject to the terms and conditions set forth herein. The Funds to be provided by or on behalf of Harbinger to the Investor will be used to provide the financing for the Investor (i) to purchase the Preferred Shares and the Investor Shares pursuant to the Agreement (the "Purchase Obligation") and (ii) to satisfy the Investor's other obligations under the Agreement, if any; provided, however that the aggregate liability of Harbinger under clauses (i) and (ii) shall under no circumstances exceed the Cap (as defined below). Harbinger shall not be liable to fund to the Investor any amounts hereunder (other than to fund the Purchase Obligation), unless, and until, any party to the Agreement other than the Company commits a willful breach of the Agreement. For purposes of this letter agreement, the "Cap" shall mean at all times \$38,442,731. Our commitment to fund the Investor's Purchase Obligation is subject to the satisfaction, or waiver in writing by Harbinger and the Investor, of all of the conditions, if any, to the Investor's obligations at such time contained in the Agreement.

Notwithstanding any other term or condition of this letter agreement, (i) under no circumstances shall the liability of Harbinger hereunder or for breach of this letter agreement exceed, in the aggregate, the Cap for any reason, (ii) under no circumstances shall Harbinger be liable for punitive damages, and (iii) the liability of Harbinger shall be limited to monetary damages only. There is no express or implied intention to benefit any person or entity not party

Harbinger Del-Auto Investment Company Ltd.

Delphi Corporation

January [ ], 2007

Page 2

hereto and nothing contained in this letter agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any person or entity other than the Investor and the Company. Subject to the terms and conditions of this letter agreement, the Company shall have the right to assert its rights hereunder directly against Harbinger.

The terms and conditions of this letter agreement may be amended, modified or terminated only in a writing signed by all of the parties hereto. Harbinger's obligations hereunder may not be assigned, except its obligations to provide the Funds may be assigned to one or more of its affiliated funds or managed accounts affiliated with Harbinger, provided that such assignment will not relieve Harbinger of its obligations under this letter agreement.

This commitment will be effective upon the Investor's acceptance of the terms and conditions of this letter agreement (by signing below) and the execution of the Agreement by the Company and will expire on the earliest to occur of (i) the closing of the transactions contemplated by the Agreement, and (ii) termination of the Agreement in accordance with its terms; provided, however, that in the event that the Agreement is terminated, Harbinger's obligations hereunder to provide funds to the Investor to fund the Investor's obligations under the Agreement on account of any willful breach of the Agreement for which the Investor would be liable shall survive; provided further, that the Company shall provide Harbinger with written notice within 90 days after the termination of the Agreement of any claim that a willful breach of the Agreement has occurred for which the Investor would be liable and if the Company fails to timely provide such notice then all of Harbinger's obligations hereunder shall terminate, this letter agreement shall expire and any claims hereunder shall be forever barred. Upon the termination or expiration of this letter agreement all rights and obligations of the parties hereunder shall terminate and there shall be no liability on the part of any party hereto.

Harbinger hereby represents and warrants as follows:

(a) Harbinger is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) Harbinger has the requisite corporate power and authority to enter into, execute and deliver this letter agreement and to perform its obligations hereunder and all necessary action required for the due authorization, execution, delivery and performance by it of this letter agreement has been taken.

(c) This letter agreement has been duly and validly executed and delivered by Harbinger and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(d) Harbinger has, and will have on the Closing Date, available funding necessary to provide the Funds in accordance with this letter agreement.

No director, officer, employee, partner, member or direct or indirect holder of any equity interests or securities of Harbinger, or any of its affiliated funds or managed accounts, and no director, officer, employee, partner or member of any such persons other than any general partner (collectively, the "Party Affiliates") shall have any liability or obligation of any nature whatsoever in connection with or under this letter or the transactions contemplated

Harbinger Del-Auto Investment Company Ltd.  
Delphi Corporation  
January [ ], 2007  
Page 3

hereby, and each party hereto hereby waives and releases all claims against such Party Affiliates related to such liability or obligation.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the conflict of laws principles thereof). HARBINGER AND THE INVESTOR HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS.

This letter agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and same instrument.

Sincerely,

HARBINGER CAPITAL PARTNERS MASTER  
FUND I, LTD.

By: Harbinger Capital Partners Offshore  
Manager, L.L.C., as investment manager

By: \_\_\_\_\_  
Name: Philip A. Falcone  
Title: Senior Managing Director

Agreed to and accepted as of the date first  
above written:

**Harbinger Del-Auto Investment Company, Ltd.**

By: \_\_\_\_\_  
Name:  
Title:

**DELPHI CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

## **Exhibit B**

**DELPHI**

Driving Tomorrow's Technology

**news release**

**FOR RELEASE:** Monday, Dec. 18, 2006

**CONTACT:** Claudia Piccinin – 248-813-2942  
Lindsey Williams – 248-813-2528

**INVESTOR GROUP COMMITS UP TO \$3.4 BILLION  
EQUITY INVESTMENT IN REORGANIZED DELPHI IN SUPPORT OF  
TRANSFORMATION PLAN AND REORGANIZATION FRAMEWORK;  
DELPHI ANNOUNCES SEPARATE \$4.5 BILLION DIP LOAN  
TRANSACTION TO REFINANCE EXISTING LOAN FACILITIES**

*Cerberus Capital Management, L.P. and Appaloosa Management L.P. Lead Investor Group*

*Delphi Announces Reorganization Framework and Potential Stakeholder Recoveries*

*Plan Investment and Reorganization Framework Subject to Conditions Including Reaching  
Consensual Agreements with U.S. Labor Unions and General Motors Corporation*

*Delphi and Plan Investors Agree on Separate Executive Chairman /CEO Governance  
Structure and Designate O'Neal to Serve as Delphi's CEO at Emergence;  
Delphi Determines to Implement New Structure Effective January 1, 2007  
with Miller as Executive Chairman and O'Neal as Chief Executive Officer and President*

*Plan Investors and General Motors Corporation Sign Plan Framework Support Agreement*

*Bankruptcy Court Sets January 5, 2007 Hearing to Consider Approval of Plan Investment  
Agreement, Plan Support Agreement and DIP Refinancing*

**TROY, Mich.** – Delphi Corp. (OTC:DPHIQ) today announced that it has accepted a proposal for an equity purchase and commitment agreement with affiliates of Appaloosa Management L.P., Cerberus Capital Management, L.P., and Harbinger Capital Partners Master Fund I, Ltd., as well as Merrill Lynch & Co. and UBS Securities LLC (collectively, the “Plan Investors”) to invest up to \$3.4 billion in preferred and common equity in the reorganized Delphi to support the company’s transformation plan announced on March 31, 2006 and its plan of reorganization framework agreement also filed today. The Plan Framework Support Agreement, signed by Delphi, the Plan Investors and General Motors Corp. (GM), outlines the expected treatment of the company’s stakeholders in its anticipated plan of reorganization and provides a framework for several other aspects of the company's Chapter 11 reorganization.

Separately, Delphi accepted a proposal from JPMorgan Chase Bank, N.A. and a group of lenders to refinance in full the company's existing \$2.0 billion DIP facility and approximately \$2.5 billion prepetition revolver and term loan facilities. In recognition of the favorable environment in the capital markets and to minimize transaction fees payable by Delphi, the company has accepted the lenders' undertaking on a best efforts basis without underwriting by the lenders.

The company is filing motions seeking approval of the agreements with the U.S. Bankruptcy Court of the Southern District of New York and will be filing the relevant agreements this week with the Securities and Exchange Commission. The Bankruptcy Court has scheduled a hearing to consider approval of the plan investment, plan support and DIP refinancing agreements at 10:00 a.m. EST on Jan. 5, 2007. Objections, if any, to the agreements must be filed with the Bankruptcy Court by 4:00 p.m. EST on Jan. 2, 2007.

"Today's agreements represent significant milestones in Delphi's reorganization and another major step forward towards emergence from our Chapter 11 reorganization in the U.S.," said Delphi Chairman and CEO Robert S. "Steve" Miller. "Delphi has long emphasized its commitment to pursuing a resolution of the principal issues in our restructuring. The agreements announced today demonstrate real progress toward that objective. The Plan Investors' conditional commitment to invest up to \$3.4 billion in the reorganized company, together with their support of Delphi's transformation plan and our reorganization plan framework, should provide additional confidence to our customers, suppliers, employees and financial stakeholders. Similarly, our new \$4.5 billion DIP financing provides an appropriate foundation from which to negotiate and secure emergence financing. While there is much that remains to be accomplished in our reorganization, Delphi and its stakeholders are together navigating a course that should lead to consensual resolution with our U.S. labor unions and GM while providing an acceptable financial recovery framework for stakeholders."

### **EQUITY INVESTMENT**

Under the terms of the Equity Purchase and Commitment Agreement announced today, the Plan Investors will commit to purchase \$1.2 billion of convertible preferred stock and approximately \$200 million of common stock in the reorganized company. Additionally, the Plan Investors will commit to purchasing any unsubscribed shares of common stock in connection with an approximately \$2.0 billion rights offering that will be made available to existing common stockholders. The rights offering provides that Delphi will distribute certain rights to its existing shareholders to acquire new common stock subject to the effectiveness of a registration statement to be filed with the SEC, approval of the Bankruptcy Court and satisfaction of other terms and conditions. The rights, which would be transferable by the original eligible holders, would permit holders to purchase their pro rata share of new common stock at a discount to anticipated reorganization business enterprise value.

Under the terms of the agreement, the Plan Investors will commit to purchase the number of shares that were offered through the rights offering to eligible holders, but whose rights were not exercised. In the event no other shareholders exercised the rights, the Plan Investors would purchase all of the unsubscribed shares for an amount no greater than approximately \$2.0 billion. Altogether, the Plan Investors could invest up to \$3.4 billion in the reorganized company. The investment agreement is subject to the completion of due diligence to the satisfaction of the Plan Investors in their sole discretion, satisfaction or waiver of numerous other conditions (including Delphi's achievement of consensual agreements with its U.S. labor unions and GM that are acceptable to the Plan Investors in their sole discretion) and the non-exercise by either Delphi or the Plan Investors of certain termination rights, all of which are more fully described in the Equity Purchase and Commitment Agreement.

#### **PLAN OF REORGANIZATION FRAMEWORK**

Delphi also filed today a Plan Framework Support Agreement between Delphi, GM, and the Plan Investors, which outlines Delphi's proposed framework for a plan of reorganization. While the plan framework is based on extensive discussions and negotiations among Delphi, GM, the Plan Investors and Delphi's statutory committees conducted since August of this year, not every one of the proposed terms and conditions of the plan framework are necessarily acceptable to Delphi's stakeholders, including the Company's statutory committees, each of which may determine to oppose one or more elements of the framework. The Plan Framework Support Agreement as well as the economics and structure of the plan framework itself are expressly conditioned on reaching consensual agreements with Delphi's U.S. labor unions and GM. Both Delphi and the Plan Investors are permitted to terminate the Equity Purchase and Commitment Agreement (which terminates the Plan Support Agreement) if consensual agreements are not reached with labor and GM by Jan. 31, 2007.

The Plan Framework Support Agreement outlines certain plan terms, including the distributions to be made to creditors and shareholders, the treatment of GM's claim, the resolution of certain pension funding issues, and the corporate governance of the reorganized Debtors.

"This plan framework agreement forms a platform for the resolution of our transformation issues and the formulation of a consensual reorganization plan," Miller said.

The Plan Framework Support Agreement outlines the following treatment of claims and interests in Delphi's chapter 11 plan of reorganization:

- All senior secured debt would be refinanced and paid in full and all allowed administrative and priority claims would be paid in full.

- Trade and other unsecured claims and unsecured funded debt claims would be satisfied in full with \$810 million of common stock (18 million out of a total of 135.3 million shares) in the reorganized Delphi, at a deemed value of \$45 per share, and the balance in cash. The framework requires that the amount of allowed trade and unsecured claims (other than funded debt claims) not exceed \$1.7 billion.
- In exchange for GM's financial contribution to Delphi's transformation plan, and in satisfaction of GM's claims against the company, GM will receive 7 million out of a total of 135.3 million shares of common stock in the reorganized Delphi, \$2.63 billion in cash, and an unconditional release of any alleged estate claims against GM. In addition, as with other customers, certain GM claims would flow-through the chapter 11 cases and be satisfied by the reorganized company in the ordinary course of business. The plan framework anticipates that GM's financial contribution to Delphi's transformation plan would include items to be agreed to between Delphi and GM such as triggering of the GM benefit guarantees; assumption by GM of certain postretirement health and life insurance obligations for certain Delphi hourly employees; provision of flowback opportunities at certain GM facilities for certain Delphi employees; GM's payment of certain retirement incentives and buyout costs under current or certain future attrition programs for Delphi employees; GM's payment of mutually negotiated buy-downs; GM's payment of certain labor costs for Delphi employees; a revenue plan governing certain other aspects of the commercial relationship between Delphi and GM; and GM's support of the wind-down of certain Delphi facilities and the sales of certain Delphi business lines and sites. While the actual value of the potential GM contribution cannot be determined until a consensual resolution with GM is completed, Delphi is aware that GM has publicly estimated its potential exposure related to Delphi's chapter 11 filing.
- All subordinated debt claims would be allowed and satisfied with \$450 million of common stock (10 million out of a total of 135.3 million shares) in the reorganized Delphi, at a deemed value of \$45 per share and the balance in cash.
- Holders of existing equity securities in Delphi would receive \$135 million of common stock (3 million out of a total of 135.3 million shares) in the reorganized Delphi, at a deemed value of \$45 per share, and rights to purchase approximately 57 million shares of common stock in the reorganized Delphi for \$2.0 billion at a deemed exercise price of \$35 per share (subject to the rights offering becoming effective and other conditions).

Delphi cautioned that nothing in the plan investment or plan support agreements, the Court or regulatory filings being made in connection with the agreements or the company's public disclosures (including this press release) shall be deemed to a solicitation to accept or reject a plan in contravention of the Bankruptcy Code nor an offer to sell or a solicitation of an offer to buy any securities of the company.

### **EMERGENCE CORPORATE GOVERNANCE STRUCTURE**

The Equity Purchase and Commitment Agreement and the Plan Framework Support Agreement also include certain corporate governance provisions for the reorganized Delphi. Under the terms of the proposed plan, the reorganized Delphi would be governed by a 12 member Board of Directors, 10 of whom would be independent directors and two of whom would be a new Executive Chairman and a new Chief Executive Officer and President. Most notably as part of the new corporate governance structure, the current Delphi Board of Directors along with the Plan Investors, have mutually recognized that current Delphi President and Chief Operating Officer, Rodney O'Neal, will be appointed CEO and president of the reorganized Delphi no later than the effective date of the plan of reorganization.

Separately, Delphi's Board has decided to make O'Neal's CEO appointment effective Jan. 1, 2007, to allow for the most optimum transition between Miller and O'Neal before the company emerges from bankruptcy. Concurrent with O'Neal's appointment, Miller will become Delphi's first Executive Chair and will continue to oversee the company's chapter 11 reorganization through emergence.

A five member selection committee, consisting of John D. Opie, Delphi Board of Director's lead independent director, a representative of each of Delphi's two statutory committees and a representative of each of Delphi's two lead Plan Investors – Cerberus and Appaloosa -- will select the company's post-emergence Executive Chair as well as four independent directors (one of whom may be from Delphi's current Board of Directors). The two lead Plan Investors must both concur in the selection of the Executive Chair, but do not vote on the four common independent directors and will each appoint three Board members comprising the remaining six members of the new board of directors. The new board of directors must satisfy all exchange/NASDAQ independence requirements. Executive compensation for the reorganized company must be on market terms, must be reasonably acceptable to the Plan Investors, and the overall executive compensation plan design must be described in the company's disclosure statement and incorporated into the plan of reorganization.

### **PENSION FUNDING**

The Plan Framework Support Agreement reaffirms Delphi's earlier commitment to preserve its salaried and hourly defined benefit U.S. pension plans and will include an arrangement to fund approximately \$3.5 billion of its pension obligations. The company agreed that as much as \$2 billion of this amount may be satisfied through GM taking an assignment of Delphi's net pension obligations under applicable federal law. GM will receive a note in the amount of such assignment on market terms that will be paid in full within 10 days following the effective date of a plan of reorganization. Through this funding, Delphi will make up required contributions to the plans that were not made in full during the Chapter 11 process.

The company has previously said that one of the goals of its transformation plan is the retention of existing U.S. defined benefit pension plans for both its hourly and salaried workforce. In order to retain the programs and related benefits accrued, Delphi will freeze the U.S. pension plans no later than at the time of emergence.

"With this funding, Delphi will be able to preserve its pension plans and become fully funded to the extent required by ERISA," said Miller. "While other major Chapter 11 labor transformation cases have regrettably had to terminate their pension plans as part of their restructuring, Delphi has expended a great deal of effort and energy to save our employees' pensions."

### **EXISTING PREPETITION AND DIP LOAN REFINANCING**

Given the current favorable conditions in the capital markets, Delphi will be seeking court approval to enter into a \$4.5 billion replacement DIP financing facility on more favorable terms than the combined DIP and prepetition term and revolver loan facilities that are being replaced. Under the terms of the replacement financing facility, Delphi estimates that it will save approximately \$8 million per month in financing costs. These savings result from the interest rate under the replacement financing facility being lower than the accrual rate for the adequate protection payments in respect of the secured prepetition credit facilities, which the company proposes to repay with a portion of the proceeds of the replacement financing facility.

The savings generated would preserve additional value of the company's estates and would enhance the ability to implement its transformation plan and emerge from chapter 11 protection.

The replacement financing facility will have similar terms as the existing DIP facility, with certain key exceptions, all of which are beneficial for Delphi and its estates. The refinancing of the secured prepetition credit facilities will not impair, in any material respect, the lien priorities of other holders of secured claims relative to such facilities. Details of the replacement financing facility and the existing DIP facility can be found in Delphi's DIP refinancing motion filed with the Court.

### **CONSENSUAL AGREEMENT STATUS**

While there have been continuing discussions with the company's U.S. labor unions and GM, the parties have not reached comprehensive agreements and there are significant differences of views that need to be reconciled in order to achieve consensual agreements in a timeframe that would permit Delphi to preserve the plan investment and plan framework and support agreements announced today.

"While today's agreements are an important step forward in our transformation, we remain keenly focused on reaching a consensual resolution with all of our U.S. unions and GM," Miller said. "Our fiduciary responsibility as debtors-in-possession is to maximize the value of our estates. Although today's court filings represent an encouraging and necessary move closer to emergence, we and our counterparts at the negotiating table must complete our work promptly and on a consensual basis if Delphi is to emerge from chapter 11 during the first half of 2007."

Consistent with its prior practice, the company will not comment further regarding the status or substance of its discussions with GM or its unions while discussions are ongoing.

Delphi's Chapter 11 cases were filed on October 8, 2005, in the United States Bankruptcy Court for the Southern District of New York and were assigned to the Honorable Robert D. Drain under lead case number 05-44481 (RDD). Rothschild Inc. serves as investment banker to Delphi and Skadden, Arps, Slate, Meagher & Flom LLP serves as lead counsel to Delphi on the transactions and in the chapter 11 reorganization cases.

More information on Delphi's U.S. restructuring and access to court documents, the agreements referenced in this press release and other general information about the Chapter 11 cases is available at [www.delphidocket.com](http://www.delphidocket.com). Information on the case can also be obtained on the Bankruptcy Court's website with Pacer registration: <http://www.nysb.uscourts.gov>. For more information about Delphi and its operating subsidiaries, visit Delphi's website at [www.delphi.com](http://www.delphi.com).

### **FORWARD LOOKING STATEMENT**

This press release, as well as other statements made by Delphi, may contain forward-looking statements that reflect, when made, the company's current views with respect to current events and financial performance. Such forward-looking statements are and will be, as the case may be, subject to many risks, uncertainties and factors relating to the company's operations and business environment which may cause the actual results of the company to be materially different from any future results, express or implied, by such forward-looking statements. Factors that could cause actual results to differ materially from these forward-looking statements include, but are not limited to, the following: the ability of the company to continue as a going concern; the ability of the company to operate pursuant to the terms of the debtor-in-possession facility; the company's ability to obtain court approval with respect to motions in the chapter 11 cases prosecuted by it from time to time; the ability of the company to develop, prosecute, confirm and consummate one or more plans of reorganization with respect to the Chapter 11 cases; the company's ability to satisfy the terms and conditions of the Equity Purchase and Commitment Agreement with its Plan Investors; the company's ability to satisfy the terms and conditions of the Plan Framework Support Agreement with GM and its Plan Investors (including the company's ability to achieve consensual agreements with GM and its U.S. labor unions on a timely basis that are acceptable to the Plan Investors in their sole discretion); risks associated with third parties seeking and obtaining court

approval to terminate or shorten the exclusivity period for the company to propose and confirm one or more plans of reorganization, for the appointment of a chapter 11 trustee or to convert the cases to chapter 7 cases; the ability of the company to obtain and maintain normal terms with vendors and service providers; the company's ability to maintain contracts that are critical to its operations; the potential adverse impact of the Chapter 11 cases on the company's liquidity or results of operations; the ability of the company to fund and execute its business plan (including the transformation plan described in Item 1. Business "Potential Divestitures, Consolidations and Wind-Downs" of the Annual Report on Form 10-K for the year ended December 31, 2005 filed with the SEC) and to do so in a timely manner; the ability of the company to attract, motivate and/or retain key executives and associates; the ability of the company to avoid or continue to operate during a strike, or partial work stoppage or slow down by any of its unionized employees; and the ability of the company to attract and retain customers. Other risk factors are listed from time to time in the company's United States Securities and Exchange Commission reports, including, but not limited to the Annual Report on Form 10-K for the year ended December 31, 2005. Delphi disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events and/or otherwise.

Similarly, these and other factors, including the terms of any reorganization plan ultimately confirmed, can affect the value of the company's various pre-petition liabilities, common stock and/or other equity securities. Additionally, no assurance can be given as to what values, if any, will be ascribed in the bankruptcy proceedings to each of these constituencies. A plan of reorganization could result in holders of Delphi's common stock receiving no distribution on account of their interests and cancellation of their interests. Under certain conditions specified in the Bankruptcy Code, a plan of reorganization may be confirmed notwithstanding its rejection by an impaired class of creditors or equity holders and notwithstanding the fact that equity holders do not receive or retain property on account of their equity interests under the plan. In light of the foregoing and as stated in its October 8, 2005, press release announcing the filing of its Chapter 11 reorganization cases, the company considers the value of the common stock to be highly speculative and cautions equity holders that the stock may ultimately be determined to have no value. Accordingly, the company urges that appropriate caution be exercised with respect to existing and future investments in Delphi's common stock or other equity interests or any claims relating to pre-petition liabilities.

###

Hearing Date and Time: January 5, 2007 at 10:00 a.m.  
Response Date and Time: January 2, 2007 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
George N. Panagakakis (GP 0770)  
Ron E. Meisler (RM 3026)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtor and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF EXPEDITED MOTION FOR ORDER AUTHORIZING AND APPROVING  
THE EQUITY PURCHASE AND COMMITMENT AGREEMENT PURSUANT TO  
SECTIONS 105(a), 363(b), 503(b) AND 507(a) OF THE BANKRUPTCY CODE  
AND THE PLAN FRAMEWORK SUPPORT AGREEMENT PURSUANT  
TO SECTIONS 105(a), 363(b), AND 1125(e) OF THE BANKRUPTCY CODE

PLEASE TAKE NOTICE that on December 18, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed an Expedited Motion For Order Authorizing And Approving The Equity Purchase And Commitment Agreement Pursuant To Sections 105(a), 363(b), 503(b) And 507(a) Of The Bankruptcy Code And The Plan Framework Support Agreement Pursuant To Sections 105(a), 363(b), And 1125(e) Of The Bankruptcy Code (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on January 5, 2007, at 10:00 a.m. (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (Docket No. 5418) (the "Eighth Supplemental Case Management Order"), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi

Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald S. Bernstein and Brian Resnick), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), and (vi) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time)** on **January 2, 2007** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Eighth Supplemental Case Management Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and in the Eighth Supplemental Case Management Order, the Bankruptcy Court may enter a final order granting the Motion without further notice

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER &  
FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
George N. Panagakis (GP 0770)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re	)	Chapter 11
Delphi Corporation, <u>et al.</u>	)	Case No. 05-44481 (RDD)
Debtors.	)	(Jointly Administered)

**ORDER AUTHORIZING AND APPROVING THE EQUITY PURCHASE  
AND COMMITMENT AGREEMENT PURSUANT TO SECTIONS 105(a),  
363(b), 503(b) AND 507(a) OF THE BANKRUPTCY CODE AND THE  
PLAN FRAMEWORK SUPPORT AGREEMENT PURSUANT TO  
SECTIONS 105(a), 363(b), AND 1125(e) OF THE BANKRUPTCY CODE**

Upon the motion (the “Motion”)<sup>1</sup>, dated December 18, 2006, of Delphi Corporation (“Delphi”) and certain of its domestic subsidiaries and affiliates, debtors and debtor-in-possession (collectively, the “Debtors”) in the above-captioned cases (the “Chapter 11 Cases”), for an order authorizing and approving the entry into the Equity Purchase and Commitment Agreement (the “EPCA”) and associated Investment Proposal Letter (the “Proposal Letter”) and Commitment Letters (the “Commitment Letters”, and together with the Proposal Letter and EPCA, the “Investment Agreements”) pursuant to sections 105(a), 363(b), 503(b) and 507(a) of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the “Bankruptcy Code”), and the Plan Framework Support Agreement (the “Plan Framework Support Agreement”)<sup>2</sup> pursuant to sections 105(a), 363(b) and 1125(e) of the Bankruptcy Code; the Court having reviewed the Motion and having heard the statements of

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

<sup>2</sup> Attached as Exhibit 1 to this Order is the execution form of the Investment Proposal Letter dated December 18, 2006 and its attachments, including the EPCA, the Plan Framework Support Agreement, the Preferred Stock Term Sheet and the Commitment Letters.

counsel and the evidence presented regarding the relief requested in the Motion at a hearing before the Court (the “Hearing”); due and appropriate notice of the Motion under the circumstances having been made, and notice of the Hearing having been served on the Debtors and their counsel, the Office of the United States Trustee, the members of and counsel for the official committee of unsecured creditors (the “Creditors’ Committee”), the members of and counsel for the official committee of equity security holders (the “Equity Committee”), counsel for the agent under the Debtors’ prepetition credit facility, counsel for the agent under the Debtors’ postpetition credit facility, those parties on the Debtors’ Master Service List, such other parties requesting service of notice under Bankruptcy Rule 2002 and otherwise in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. Sections 102(1) and 105 and Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates and Certain Notice, Case Management, and Administrative Procedures (Docket No. 5418), and sufficient cause appearing therefor; now, therefore,

**IT IS HEREBY FOUND AND DETERMINED THAT:**<sup>3</sup>

1. *Jurisdiction.* This Court has core jurisdiction over the Cases, the Motion, this Order and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are Sections 105(a), 363(b), 503(b), 507(a) and 1125(e) of the Bankruptcy Code.

2. *Notice.* The notice given by the Debtors of the Motion and the Hearing constitutes proper, timely, adequate and sufficient notice thereof and complies with the

---

<sup>3</sup> This Order constitutes the Court’s findings of fact and conclusions of law under Federal Rule of Civil Procedure 52, as made applicable herein by Bankruptcy Rules 7052 and 9014. Any and all findings of fact shall constitute findings of fact even if stated as conclusions of law, and any and all conclusions of law shall constitute conclusions of law even if stated as findings of fact.

Bankruptcy Code, the Bankruptcy Rules and applicable local rules, and no further or other notice is necessary.

3. *Findings.*

(a) On October 8 and October 14, 2005, the Debtors commenced the Chapter 11 Cases for the purpose of restructuring their businesses and related financial obligations pursuant to an overall transformation strategy (the “Transformation Plan”) that would incorporate the following structural components:

(i) Modification of the Debtors’ labor agreements;

(ii) Resolution of all issues and disputes between the Debtors and General Motors Corporation (“GM”) and its subsidiaries and affiliates regarding (A) certain legacy obligations, including allocating responsibility for various pension and other post-employment benefit obligations; (B) all alleged claims and causes of action arising from the spin-off of Delphi from GM; (C) costs associated with the transformation of the Debtors’ business (including the establishment of support to be provided by GM in connection with certain of those businesses that the Debtors intend to shut-down or otherwise dispose of); (D) the restructuring of ongoing contractual relationships with respect to continuing operations; and (E) the amount and treatment of GM’s claims in the Chapter 11 Cases (together, the “Designated Issues”);

(iii) Development of a strategically focused product portfolio and realignment of production capacity to support it;

(iv) Transformation of the Debtors’ work force in keeping with a sustainable cost structure and streamlined product portfolio;

(v) Resolution of the Debtors' pension issues; and

(vi) Restructuring of the Debtors' balance sheet to accommodate the transformed business.

(b) The Debtors continue to operate their respective businesses and manage their respective properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Debtors' Chapter 11 Cases. Pursuant to an Order of this Court, the Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered.

(c) Pursuant to its authority under section 1102 of the Bankruptcy Code, the United States Trustee for the Southern District of New York appointed the Creditors' Committee and the Equity Committee in the Chapter 11 Cases.

(d) In the summer of 2006, Appaloosa Management L.P. ("Appaloosa") and Harbinger Capital Partners Master Fund I, Ltd. ("Harbinger"), as significant stakeholders of the Debtors, negotiated and entered into non-disclosure agreements with the Debtors pursuant to which they obtained certain information from and about the Debtors and their businesses and engaged in discussions regarding various potential reorganization structures and related matters, including the potential requirement for a substantial equity investment in Delphi to facilitate the Debtors' restructuring.

(e) Separately, the Debtors conducted negotiations with other potential investors, including Cerberus Capital Management, L.P. ("Cerberus").

(f) At the Debtors' request, Appaloosa, Harbinger and Cerberus engaged in discussions regarding their respective views of the Transformation Plan, the terms of a

potential investment in Delphi and the general terms of various potential restructuring strategies for the Debtors.

(g) The foregoing discussions led to an agreement on the Plan Framework Support Agreement, which sets forth the proposed terms of a chapter 11 plan (the “Plan”) for the Debtors that would include, *inter alia*, (i) the implementation of the Transformation Plan, including a settlement of the Designated Issues, and (ii) a proposed equity investment by certain affiliates of Appaloosa, Harbinger, and Cerberus, and by Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill”), and UBS Securities LLC (“UBS”, and together with Merrill and certain affiliates of Appaloosa, Harbinger, Cerberus, the “Investors”) in Delphi (the “Investment”).

(h) Subject to the terms of the Plan Framework Support Agreement, the parties thereto have agreed to work together to attempt to complete the negotiation of the terms of the Plan, as well as to resolve other outstanding issues, and to formulate and facilitate confirmation and consummation of the Plan and the transactions contemplated by the Plan Framework Support Agreement; provided, however, that Delphi will be the sole proponent of the Plan.

(i) The Investment, which would be an integral component of the Plan, would be made pursuant to the EPCA, which sets forth the terms and conditions under which the Investors would (i) purchase any unsubscribed shares issued under a rights offering of new common stock of Delphi to be issued pursuant to the Plan (as defined in the Plan Framework Support Agreement), and (ii) purchase newly issued shares of common stock and preferred stock of Delphi.

(j) In connection with the EPCA, Appaloosa, Harbinger and Cerberus (collectively, the "Commitment Parties" and together with the Investors, the "Plan Investors") will provide the Commitment Letters to the Investors and Delphi, whereby each Commitment Party will provide funding to the Investors, under the terms and subject to the limitations set forth in the Commitment Letters.

(k) The Plan Framework Support Agreement and the Investment Agreements, all of which are incorporated herein, are fair and equitable to all parties.

(l) The Debtors' decision to enter into the Plan Framework Support Agreement and the Investment Agreements is a sound exercise of their business judgment, is consistent with their fiduciary duties and is based on good, sufficient and sound business purposes and justifications.

(m) The Plan Framework Support Agreement and the Investment Agreements were negotiated at arms' length and in good faith.

(n) The Plan Framework Support Agreement and the Investment Agreements are fair, reasonable, and in the best interests of the Debtors, their estates, shareholders, creditors and all parties-in-interest.

(o) The entry into the Plan Framework Support Agreement by the parties thereto, and the performance and fulfillment of their obligations thereunder, does not violate any law, including the Bankruptcy Code, and does not give rise to any claim or remedy against any of the parties including, without limitation, the designation of the vote of GM or any Plan Investor or any affiliate of any Plan Investor under Section 1125(e) of the Bankruptcy Code on account of entering into the Plan Framework Support Agreement and the performance and fulfillment of their obligations thereunder.

Notwithstanding anything contained herein, except with respect to claims, causes of action, or application of remedies (including the designation of the votes of GM and any of the Plan Investors or any affiliate of any Plan Investor) against any of the parties to the Plan Framework Support Agreement on account of entering into the Plan Framework Support Agreement, or performing or fulfilling their obligations thereunder, nothing contained herein shall limit the rights of any party to raise any issue or objection which could otherwise have been raised at a disclosure statement or confirmation hearing.

(p) The provisions in the EPCA for the payment of the indemnities provided in Section 10 of the EPCA (the "Indemnity"), the Transaction Expenses, the Commitment Fees and the Alternate Transaction Fee (each as defined in the EPCA) are integral parts of the transactions contemplated by the EPCA and without any one of these provisions, the Plan Investors would not enter into the Investment Agreements.

(q) The incurrence of the Indemnity, the Transaction Expenses, the Commitment Fees, the Alternate Transaction Fee and any damage claims ("Damage Claims") that may arise against the Debtors pursuant to the terms of the EPCA shall be deemed to have been incurred in good faith, as such term is used in Section 363(m) of the Bankruptcy Code, and the priorities extended to the Plan Investors pursuant to this Order (as described below) shall be entitled to all of the protections provided herein or otherwise contemplated hereby.

(r) The relief requested in the Motion is in the best interests of the Debtors, their estates, shareholders, creditors and all parties-in-interest.

**NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is GRANTED in its entirety.

2. Any objection to the Motion not withdrawn or otherwise resolved as set forth in this Order is hereby overruled.

3. Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, the Debtors and the Plan Investors are hereby authorized, but not directed, to execute, deliver and implement the Plan Framework Support Agreement and all exhibits and attachments thereto, and to take any and all actions necessary and proper to implement the terms of the Plan Framework Support Agreement, and such agreements and documents shall be binding and enforceable against the Debtors and their estates and the other parties thereto in accordance with their terms and subject to the conditions therein.

4. The entry into the Plan Framework Support Agreement by the parties thereto, and the performance and fulfillment of their obligations thereunder, does not violate any law, including the Bankruptcy Code, and may not give rise to any claim or remedy against any of the parties thereto including, without limitation, the designation of the vote of GM or any Plan Investor or any affiliate of any Plan Investor under Section 1125(e) of the Bankruptcy Code on account of entering into the Plan Framework Support Agreement and the performance and fulfillment of their obligations thereunder. Notwithstanding anything contained herein, except with respect to claims, causes of action, or application of remedies (including the designation of the votes of GM and any of the Plan Investors or any affiliate of any Plan Investor) against any of the parties to the Plan Framework Support Agreement on account of entering into the Plan Framework Support Agreement, or performing or fulfilling their obligations thereunder, nothing contained herein shall limit the rights of any party to raise any issue which could otherwise have been raised at a disclosure statement or confirmation hearing.

5. Pursuant to Sections 105(a), 363(b), 503(b) and 507(a) of the Bankruptcy Code, the Debtors and the applicable Plan Investors are hereby authorized, but not directed, to execute, deliver and implement the Investment Agreements and all exhibits and attachments thereto, and to take any and all actions necessary and proper to implement the terms of the Investment Agreements, and such agreements and documents shall be binding and enforceable against the Debtors, their estates, and the other parties thereto in accordance with their terms and subject to the conditions therein.

6. The Debtors are authorized to pay the Indemnity (if applicable), the Transaction Expenses, the Commitment Fees, the Alternate Transaction Fee (if applicable) and any Damage Claim (if applicable, and to the extent allowed), each in accordance with its terms and as and when required by the Investment Agreement, except as otherwise provided below, without further Order of the Court. The Debtors are authorized to make all other payments to or for the benefit of the Plan Investors as and when required by the Investment Agreements and any exhibit, schedule or attachment thereto, on the terms set forth therein, without further Order of the Court. Any such payments shall be fully earned when paid, non-refundable and not subject to avoidance or disgorgement under any theory at law or in equity.

7. Each of the Indemnity (if applicable), the Transaction Expenses, the Commitment Fees, the Alternate Transaction Fee (if applicable) and any Damage Claim against the Debtors (if applicable) provided for or permitted by the Investment Agreements shall constitute allowed claims pursuant to Sections 503(b)(1)(A) and 507(a)(1) of the Bankruptcy Code and shall be paid as and when provided for in the Investment Agreements without further application to or order of the Bankruptcy Court except that (i) in the case of any Damage Claim against the Debtors provided for or permitted by the Investment Agreements, such Damage Claim shall be allowed

in the amount determined by the Bankruptcy Court after notice and a hearing and (ii) in the case of any Indemnity claim against the Debtors provided for or permitted by the Investment Agreements, such claim shall be resolved in a manner pursuant to the Investment Agreement with any disputes to be resolved by the Bankruptcy Court. In addition, to the extent permitted under any order authorizing the Debtors to obtain post-petition financing and/or to utilize cash collateral then or thereafter in effect (each a "Financing Order") the Transaction Expenses incurred from and after the date of entry of the Initial Approval Order shall be protected by and entitled to the benefits of the carve-out for professionals as provided in any such Financing Order.

8. This Order is a final and non-interlocutory order and is immediately subject to appeal pursuant to 28 U.S.C. Section 158(a).

9. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

10. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: January \_\_, 2007  
New York, New York

---

UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Investment Proposal Letter And Attachments**

**(Equity Purchase and Commitment Agreement,  
Plan Framework Support Agreement, Preferred  
Stock Term Sheet, and Commitment Letters)**

December 18, 2006

Delphi Corporation  
5725 Delphi Drive  
Troy, MI 48098

Attn: Robert S. "Steve" Miller  
Chairman and Chief Executive Officer

Re: Proposed Investment in Delphi Corporation

Dear Mr. Miller:

As you know, the signatories hereto have been engaged in discussions with Delphi Corporation ("Delphi" or the "Company") and various other parties in interest in the jointly administered chapter 11 cases (the "Chapter 11 Cases") pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") with respect to Delphi and certain of its subsidiaries (collectively, the "Debtors") regarding a potential global resolution of the Chapter 11 Cases that would be implemented pursuant to a plan of reorganization for the Debtors (the "Plan") and be funded in part by an equity investment in Delphi (the "Investment").

Pursuant to the Company's request, the undersigned severally, not jointly, submit this proposal (the "Proposal") to make the Investment on the terms and subject to the conditions contained in the attached form of Equity Purchase and Commitment Agreement (the "Investment Agreement"). Upon the entry by the Bankruptcy Court of the Initial Approval Order (as defined and described below) and the other conditions described in this letter, the undersigned will severally, not jointly, enter into the Investment Agreement and each of A-D Acquisition Holdings, LLC, Dolce Investments LLC and Harbinger Del-Auto Investment Company, Ltd. will deliver an Equity Commitment Letter in the form attached hereto. Our several obligations to enter into the Investment Agreement, however, are subject to your using your commercially reasonable efforts to have the Bankruptcy Court enter the Initial Approval Order by, among other things: (a) preparing and filing with the Bankruptcy Court, no later than December 18, 2006, the Initial Motion referred to in the Plan Framework Support Agreement (the "Plan Support Agreement"); and (b) using commercially reasonable efforts to obtain a hearing on the Initial Motion on or before January 5, 2007.

The undersigned and their advisors have devoted substantial time and resources to preparing this Proposal. We appreciate the significant amount of time and resources that Delphi has dedicated to assist our teams in developing a deeper understanding of the Company's business. Based on this work, the undersigned are (1) prepared to proceed expeditiously to complete our business, accounting and legal due diligence review of the Company, and (2) take appropriate action to move forward toward the full formulation and implementation of the transactions contemplated by the Investment Agreement and the Plan Support Agreement, including engaging in the preparation and negotiation of additional definitive documents as

contemplated thereby and supporting the Debtors' efforts to obtain entry of the Initial Approval Order.

This Proposal is subject to, and expressly conditioned on, (1) the execution and delivery by all signatories thereto of the Investment Agreement and Plan Support Agreement in the form attached to this letter and (2) the entry by the Bankruptcy Court of an order, in form and substance reasonably satisfactory to each of us (the "Initial Approval Order"): (a) approving, and authorizing the Debtors to enter into and perform their obligations under the Investment Agreement, (b) authorizing the payment of the Commitment Fees, the Alternate Transaction Fee and Transaction Expenses (as such terms are defined in the Investment Agreement) on the terms and subject to the conditions set forth in the Investment Agreement, (c) approving, and authorizing the Debtors to enter into, the Plan Support Agreement and (d) determining that the parties' entry into, and performance of their obligations under, the Plan Support Agreement does not violate the Bankruptcy Code and does not give rise to any claim or remedy against the parties, and shall not cause the vote of any party agreeing to vote to accept the Plan pursuant to the Plan Support Agreement to be disregarded.

This Proposal will remain open until 5:00 p.m., Eastern Standard Time on December 18, 2006, at which point it will expire unless Delphi has filed a motion, in form and substance reasonably acceptable to us, seeking entry by the Bankruptcy Court of the Initial Approval Order and requesting a hearing on such motion on or before January 5, 2007. In addition, even if accepted by Delphi this Proposal shall terminate and be of no further force of effect if, on or before January 22, 2007: (1) the Initial Approval Order has not been entered by the Bankruptcy Court, (2) the Investment Agreement has not been executed and delivered to us by Delphi, or (3) any of the undersigned determines in its sole discretion that either (a) the conditions to the obligations of the undersigned contained in the Investment Agreement are incapable of being satisfied or (b) the undersigned is entitled to exercise a termination right contained in the Investment Agreement.

\* \* \* \*

Based on our work to date, we are very enthusiastic about Delphi and look forward to pursuing the transactions contemplated by the Investment Agreement and the Plan Support Agreement to an expeditious and mutually successful conclusion.

A-D ACQUISITION HOLDINGS, LLC

By: /s/ Ronald Goldstein  
Name: Ronald Goldstein  
Title: Partner

HARBINGER DEL-AUTO INVESTMENT  
COMPANY, LTD.

By: /s/ Philip A. Falcone  
Name: Philip A. Falcone  
Title: Director

DOLCE INVESTMENTS LLC

By: Cerberus Capital Management L.P., it's  
Managing Member

By: /s/ Scott H. Cohen  
Name: Scott H. Cohen  
Title: Managing Director

MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED

By: /s/ Graham Goldsmith  
Name: Graham Goldsmith  
Title: Managing Director

UBS SECURITIES LLC

By: /s/ Steven D. Smith  
Name: Steven D. Smith  
Title: Managing Director

By: /s/ Andrew Kramer  
Name: Andrew Kramer  
Title: Managing Director

Equity Purchase and Commitment Agreement

EQUITY PURCHASE AND COMMITMENT AGREEMENT

THIS EQUITY PURCHASE AND COMMITMENT AGREEMENT (this "Agreement"), dated as of January \_\_, 2007, is made by and among A-D Acquisition Holdings, LLC, a limited liability company formed under the laws of the State of Delaware ("ADAH"), Harbinger Del-Auto Investment Company, Ltd., an exempted company incorporated in the Cayman Islands ("Harbinger"), Dolce Investments LLC ("Dolce"), a limited liability company formed under the laws of the State of Delaware, Merrill Lynch, Pierce, Fenner & Smith Incorporated, a Delaware corporation ("Merrill"), UBS Securities LLC, a Delaware limited liability company ("UBS"), and Delphi Corporation, a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "Company"). ADAH, Harbinger, Dolce, Merrill and UBS are each individually referred to herein as an "Investor" and collectively as the "Investors". Capitalized terms used in the agreement have the meanings assigned thereto in the sections indicated on Schedule 1 hereto.

WHEREAS, the Company and certain of its subsidiaries and affiliates (the "Debtors") commenced jointly administered cases (the "Chapter 11 Cases") under United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, the Company intends to propose and submit to the Bankruptcy Court for its approval a plan of reorganization for the Debtors that is consistent with this Agreement and the PSA;

WHEREAS, the Company has requested that the Investors participate in the plan of reorganization, and the Investors are willing to participate in the plan of reorganization, on the terms and subject to the conditions contained in this Agreement;

WHEREAS, the Company has filed a motion and supporting papers (the "Initial Approval Motion") seeking an order of the Bankruptcy Court (the "Initial Approval Order") (i) approving and authorizing the Company to enter into this Agreement, (ii) authorizing the payment of the Commitment Fees, the Alternate Transaction Fee and the Transaction Expenses provided for herein, and (iii) approving and authorizing the Company to enter into the PSA, and the Bankruptcy Court has entered the Initial Approval Order; and

WHEREAS, each of Appaloosa Management L.P., Harbinger Capital Partners Master Fund I, Ltd. and Cerberus Capital Management, L.P. (collectively, the "Commitment Parties") will provide, on the date hereof, commitment letters addressed to ADAH, Harbinger, and Dolce, respectively, and the Company whereby each Commitment Party will confirm its commitment to provide equity financing to ADAH, Harbinger and Dolce, respectively, on the terms and subject to the limitations set forth in the commitment letters.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, each of the parties hereto hereby agrees as follows:

1. Rights Offering

- (a) The Company proposes to offer and sell shares of its new common stock, par value \$0.01 per share (the "New Common Stock"), pursuant to a rights offering (the "Rights Offering") whereby the Company will distribute at no charge to each holder (each, an "Eligible Holder") of Common Stock, including, to the extent applicable, the Investors, that number of rights (each, a "Right") in respect of shares of Common Stock outstanding and held of record as of the close of business on a record date (the "Record Date") to be set by the Board of Directors of the Company that will enable each Eligible Holder to purchase up to its pro rata portion of 56,700,000 shares in the aggregate of New Common Stock (each, a "Share") at a purchase price of \$35.00 per Share (the "Purchase Price").
- (b) The Company will conduct the Rights Offering pursuant to a plan of reorganization of the Debtors (such plan of reorganization, the "Plan"), which shall reflect the Company's proposed restructuring transactions described in this Agreement, the Summary of Terms of Preferred Stock attached hereto as Exhibit A (the "Preferred Term Sheet") and the Plan Framework Support Agreement attached hereto as Exhibit B (the "PSA").
- (c) The Rights Offering will be conducted as follows:
  - (i) On the terms and subject to the conditions of this Agreement and subject to applicable law, the Company shall offer Shares for subscription by holders of Rights as set forth in this Agreement.
  - (ii) As soon as practicable following the entry of an order by the Bankruptcy Court approving the Disclosure Statement (the "Disclosure Statement Approval Date") and the effectiveness under the Securities Act of 1933, as amended (the "Securities Act"), of the Rights Offering Registration Statement to be filed with the Securities and Exchange Commission (the "Commission") relating to the Rights Offering, the Company shall issue to each Eligible Holder, Rights to purchase up to its pro rata portion of 56,700,000 Shares in the aggregate and distribute simultaneously the ballot form(s) (the "Ballots") in connection with the solicitation of acceptances of the Plan (the date of such distribution, the "Distribution Date"). The Company will be responsible for effecting the distribution of certificates representing the Rights, the Rights Offering Prospectus and any related materials to each Eligible Holder. The Ballots shall provide a place whereby each Eligible Holder may indicate its commitment to exercise its Rights.

- (iii) The Rights may be exercised during a period (the "Rights Exercise Period") commencing on the Distribution Date and ending at the Expiration Time. The Rights shall be transferable. "Expiration Time" means the date and time by which holders of claims or interests are entitled to vote on the Plan (or if such day is not a Business Day, the next Business Day), or such later date and time as the Company, subject to the prior written approval of each of ADAH and Dolce, may specify in a notice provided to the Investors before 9:00 a.m., New York City time, on the Business Day before the then-effective Expiration Time. The Company shall use its reasonable best efforts to cause the effective date of the Plan (the "Effective Date") to occur as promptly as reasonably practicable after the Expiration Time and the Confirmation Hearing. For the purpose of this Agreement, "Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close. Each Eligible Holder who wishes to exercise all or a portion of its Rights shall (i) during the Rights Exercise Period return a duly executed Ballot to a subscription agent reasonably acceptable to the Company and each of ADAH and Dolce (the "Subscription Agent") electing to exercise all or a portion of the Rights held by such Eligible Holder and (ii) pay an amount equal to the full Purchase Price of the number of Shares that the Eligible Holder elects to purchase by wire transfer of immediately available funds by a specified date reasonably in advance of the date on which the hearing to confirm the Plan is scheduled to commence (the "Confirmation Hearing") to an escrow account established for the Rights Offering.
- (iv) Unless otherwise required by ADAH and Dolce, there will be no over-subscription rights provided in connection with the Rights Offering.
- (v) As soon as reasonably practicable following the Effective Date, the Company will issue to each Eligible Holder who validly exercised its Rights the number of Shares to which such Eligible Holder is entitled based on such exercise.
- (vi) The Company hereby agrees and undertakes to give each Investor by electronic facsimile transmission the certification by an executive officer of the Company of either (i) the number of Shares elected to be purchased by Eligible Holders pursuant to validly exercised Rights, the aggregate Purchase Price therefor, the number of Unsubscribed Shares and the aggregate Purchase Price therefor (a "Purchase Notice") or (ii) in the absence of any Unsubscribed Shares, the fact that there are no Unsubscribed Shares and that the commitment set forth in Section 2(a)(iv) is terminated (a "Satisfaction Notice") as soon as practicable after the Expiration Time and, in any event, reasonably in advance of the Closing Date (the date of transmission of confirmation of a Purchase Notice or a Satisfaction Notice, the "Determination Date").

2. The Commitment; Fees and Expenses.

- (a) On the terms and subject to the conditions set forth in this Agreement:
- (i) each Investor agrees, severally and not jointly, to subscribe for and purchase, or cause one or more Related Purchasers pursuant to the following paragraph and otherwise in accordance with this Agreement to subscribe for and purchase, and the Company agrees to sell and issue, on the Closing Date (A) for the Purchase Price per Share, each Investor's proportionate share of 6,300,000 Shares as is set forth opposite such Investor's name on Schedule 2 hereto (the "Direct Subscription Shares") and (B) for the Purchase Price per Share, that number of shares of Series B Senior Convertible Preferred Stock, par value \$0.01 per share (the "Series B Preferred Stock"), as is set forth opposite such Investor's name on Schedule 2 hereto, which shares shall be created pursuant to a Certificate of Designation (the "Series B Certificate of Designations") that is consistent with the terms set forth in the Preferred Term Sheet and, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided that prior to the Due Diligence Expiration Date, such terms shall be satisfactory to each of ADAH and Dolce in its sole discretion;
  - (ii) Dolce agrees to subscribe for and purchase, or cause one or more Related Purchasers pursuant to the following paragraph and otherwise in accordance with this Agreement to subscribe for and purchase, and the Company agrees to sell, on the Closing Date, for the Purchase Price per share, 8,571,429 shares of Series A-1 Senior Convertible Preferred Stock, par value \$0.01 per share (the "Series A-1 Preferred Stock"), which shares shall be created pursuant to a Certificate of Designations (the "Series A-1 Certificate of Designations") that is consistent with the terms set forth in the Preferred Term Sheet and with such other terms that, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, that prior to the Due Diligence Expiration Date, such other terms shall be satisfactory to each of ADAH and Dolce in its sole discretion;
  - (iii) ADAH agrees to subscribe for and purchase, or cause one or more Related Purchasers pursuant to the following paragraph and otherwise in accordance with this Agreement to subscribe for and purchase, and the Company agrees to sell, on the Closing Date, for the Purchase Price per share, 8,571,429 shares of Series A-2 Senior Convertible Preferred Stock, par value \$0.01 per share (the "Series A-2 Preferred Stock", and together with the Series A-1 Preferred Stock, the "Series A Preferred Stock", which shares shall be created pursuant to a Certificate of Designations (the "Series A-2 Certificate of Designations") that is consistent with the terms set forth in the Preferred Term Sheet and with such other terms that, to the

extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, that prior to the Due Diligence Expiration Date, such other terms shall be satisfactory to each of ADAH and Dolce in its sole discretion; and

- (iv) each Investor agrees, severally and not jointly, to purchase, or cause one or more Related Purchasers pursuant to the following paragraph and otherwise in accordance with this Agreement to purchase, on the Closing Date, and the Company agrees to sell for the Purchase Price per Share that number of Shares issuable pursuant to the aggregate number of Rights that were not properly exercised by the Eligible Holders thereof during the Rights Exercise Period, in proportion to the Investor's share of the Direct Subscription Shares (such Shares in the aggregate, the "Unsubscribed Shares"), rounded among the Investors as they may determine, in their sole discretion, to avoid fractional shares.

In connection with each of clauses (i) through (iv) above, prior to the filing of the Rights Offering Registration Statement with the Commission, each Investor shall have the right to arrange for one or more of its Affiliates (each, a "Related Purchaser") to purchase Investor Shares, by written notice to the Company, which notice shall be signed by the Investor and each Related Purchaser, shall contain the Related Purchaser's agreement to be bound by this Agreement and shall contain a confirmation by the Related Purchaser of the accuracy with respect to it of the representations set forth in Section 4; provided, that the total number of Investors, Related Purchasers and Ultimate Purchasers shall not exceed the Maximum Number. The "Maximum Number" shall be 35 unless the Company consents to a higher number, such consent not to be unreasonably withheld; provided, that, nothing in this Agreement shall limit or restrict in any way any Investor's ability to transfer or otherwise dispose of any Investor's Shares or any interests therein after the Closing Date pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements thereunder and subject to applicable state securities laws. The Investors agree that each Related Purchaser will be a "Qualified Institutional Buyer" under Rule 144A of the Securities Act.

The Series A-1 Preferred Stock, the Series A-2 Preferred Stock and the Series B Preferred Stock are referred to herein collectively as the "Preferred Shares". The Unsubscribed Shares, the Direct Subscription Shares and the Preferred Shares are referred to herein collectively as the "Investor Shares". The term "Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 under the Securities Exchange Act of 1934 in effect on the date hereof.

- (b) Upon the occurrence of an Investor Default or a Limited Termination, within five (5) Business Days of the occurrence of such Investor Default or Limited Termination, the Investors (other than any non-purchasing Investor) shall have the right to agree to purchase on the Closing Date, in the case of a Limited

Termination, or to purchase, in the case of an Investor Default (or, in either case, arrange for the purchase through a Related Purchaser pursuant to Section 2(a) or an Ultimate Purchaser pursuant to Section 2(k)), all but not less than all, of the Available Investor Shares on the terms and subject to the conditions set forth in this Agreement and in such proportions as determined by the Investors in their sole discretion (an "Alternative Financing"); provided, that only in the case of a Limited Termination, to the extent that a Limited Termination is attributable to any Investor other than Dolce, ADAH will be required within ten (10) Business Days of the occurrence of such Limited Termination to agree to purchase on the Closing Date (or arrange for the purchase through a Related Purchaser pursuant to Section 2(a) or an Ultimate Purchaser pursuant to Section 2(k)) any Available Investor Shares attributable to the Limited Termination and not otherwise purchased pursuant to the Alternative Financing (unless ADAH has otherwise terminated this Agreement in accordance with its terms); provided, further, that the total number of Investors, Related Purchasers and Ultimate Purchasers pursuant to this Agreement shall not exceed the Maximum Number. The term "Investor Default" shall mean the breach by any Investor of its obligation to purchase any Investor Shares which it is obligated to purchase under this Agreement. The term "Available Investor Shares" shall mean any Investor Shares which any Investor is not purchasing as a result of an Investor Default or Limited Termination. The exercise by any Investor of the right to purchase (or arrange a purchase of) any Available Investor Shares shall not relieve any defaulting Investor of any obligation to each other Investor or the Company of such defaulting Investor's breach of this Agreement.

- (c) As soon as practicable after the Expiration Time, and in any event reasonably in advance of the Closing Date, the Company will provide a Purchase Notice or a Satisfaction Notice to each Investor as provided above, setting forth a true and accurate determination of the aggregate number of Unsubscribed Shares, if any; provided, that on the Closing Date, on the terms and subject to the conditions in this Agreement, the Investors will purchase, and the Company will sell, only such number of Unsubscribed Shares as are listed in the Purchase Notice, without prejudice to the rights of the Investors to seek later an upward or downward adjustment if the number of Unsubscribed Shares in such Purchase Notice is inaccurate.
- (d) Delivery of the Investor Shares will be made by the Company to the account of each Investor (or to such other accounts as any Investor may designate in accordance with this Agreement) at 10:00 a.m., New York City time, on the Effective Date (the "Closing Date") against payment of the aggregate Purchase Price for the Investor Shares by wire transfer of immediately available funds in U.S. dollars to the account specified by the Company to the Investors at least 24 hours prior to the Closing Date.
- (e) All Investor Shares will be delivered with any and all issue, stamp, transfer, sales and use, or similar Taxes or duties payable in connection with such delivery duly paid by the Company.

- (f) The documents to be delivered on the Closing Date by or on behalf of the parties hereto and the Investor Shares will be delivered at the offices of White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036 on the Closing Date.
- (g) Subject to the provisions of Sections 2(a), 2(b) and 2(k) hereof, any Investor may designate that (i) some or all of the Investor Shares be issued in the name of, and delivered to, one or more Related Purchasers and (ii) some or all of the Unsubscribed Shares, Direct Subscription Shares or shares of Series B Preferred Stock be issued in the name of, and delivered to, one or more Ultimate Purchasers.
- (h) On the basis of the representations and warranties herein contained, the Company shall pay the following fees to the Investors in accordance with Section 2(i) or 12(h), as the case may be:
  - (i) an aggregate commitment fee of twenty-one million dollars (\$21,000,000) to be paid to the Investors in proportion to their undertakings herein relative to Preferred Shares as set forth in Schedule 2 (the "Preferred Commitment Fee");
  - (ii) an aggregate commitment fee of fifty-five million one-hundred twenty-five thousand dollars (\$55,125,000) to be paid to the Investors as set forth in Schedule 2 to compensate the Investors for their undertakings herein relative to Investor Shares other than Preferred Shares (the "Standby Commitment Fee" and together with the Preferred Commitment Fee, the "Commitment Fees"); and
  - (iii) an Alternate Transaction Fee, if any, which shall be paid by the Company as provided in Section 12(h).
- (i) \$10 million of the Commitment Fees shall be paid on the first Business Day following the first date that either (A) each of ADAH and Dolce has waived in writing the due diligence termination right contained in Section 12(d)(ii) or (B) the due diligence termination right contained in Section 12(d)(ii) has expired in accordance with its terms, and \$28,062,500, representing the balance of the first fifty percent (50%) of the Commitment Fees, on the first Business Day following the date that each of ADAH and Dolce notify the Company in writing that each of them has approved the GM Settlement. The balance of \$38,062,500, representing the remaining fifty percent (50%) of the Commitment Fees, shall be paid on the first Business Day following the Disclosure Statement Approval Date. Payment of the Commitment Fees and the Alternate Transaction Fee, if any, will be made by wire transfer of immediately available funds in U.S. dollars to the account specified by each Investor to the Company at least 24 hours prior to such payment. The Commitment Fees and the Alternate Transaction Fee, if any, will be nonrefundable and non-avoidable when paid. The provision for the payment of the Commitment Fees is an integral part of the transactions contemplated by this Agreement and without this provision the Investors would not have entered into

the Agreement and such Commitment Fees shall constitute an allowed administrative expense of the Company under Section 503(b)(1) and 507(a)(1) of the Bankruptcy Code.

- (j) The Company will reimburse or pay, as the case may be, the out-of-pocket costs and expenses reasonably incurred by each Investor or its Affiliates (which, for the avoidance of doubt, shall not include any Ultimate Purchaser) to the extent incurred on or before the Effective Date (and reasonable post-closing costs and expenses relating to the closing), including reasonable fees, costs and expenses of counsel to each of the Investors or its Affiliates, and reasonable fees, costs and expenses of any other professionals retained by any of the Investors or its Affiliates in connection with the transactions contemplated hereby (including investigating, negotiating and completing such transactions) and the Chapter 11 Cases and other judicial and regulatory proceedings related to such transactions and the Chapter 11 Cases other than costs and expenses relating to any transactions with Ultimate Purchasers and, with respect to expenses that would not otherwise be incurred by the related Investor, Related Purchasers (collectively, "Transaction Expenses"), from and after the commencement of negotiations between such Investor or its Affiliates and the Company with respect to its non-disclosure agreements in connection with the Chapter 11 Cases and/or the transactions contemplated hereby, or in the case of UBS and Merrill, from and after July 30, 2006, in the following manner:
- (i) to the extent Transaction Expenses are or were incurred prior to December 1, 2006, such Transaction Expenses, in an amount not to exceed \$13,000,000 (which amount does not include Transaction Expenses incurred by ADAH or its Affiliates on or prior to May 17, 2006 in an amount not to exceed \$5,000,000), shall be paid promptly upon the Bankruptcy Court's entry of the Initial Approval Order; provided, that Transaction Expenses incurred by ADAH or its Affiliates on or prior to May 17, 2006 in an amount not to exceed \$5,000,000 shall be paid if and when the effective date of any plan of reorganization for the Company occurs and only if such plan results in holders of Common Stock receiving any recovery under such plan;
- (ii) to the extent Transaction Expenses are incurred by any Investor on or after December 1, 2006, such Transaction Expenses shall be paid promptly upon submission to the Company of summary statements therefor by such Investor, in each case, without Bankruptcy Court review or further Bankruptcy Court order, whether or not the transactions contemplated hereby are consummated and, in any event, within 30 days of the submission of such statements; and
- (iii) the filing fee, if any, required to be paid in connection with any filings required to be made by any Investor or its Affiliates under the HSR Act or any other competition laws or regulations shall be paid by the Company on behalf of the Investors or such Affiliate when filings under the HSR

Act or any other competition laws or regulations are made, together with all expenses of the Investors or its Affiliates incurred to comply therewith.

The provision for the payment of the Transaction Expenses is an integral part of the transactions contemplated by this Agreement and without this provision the Investors would not have entered into this Agreement and such Transaction Expenses shall constitute an allowed administrative expense of the Company under Section 503(b)(1) and 507(a)(1) of the Bankruptcy Code. In addition, (i) to the extent permitted under any order authorizing the Debtors to obtain post-petition financing and/or to utilize cash collateral then or thereafter in effect (each a "Financing Order") the Transaction Expenses incurred from and after the date of entry of the Initial Approval Order shall be protected by and entitled to the benefits of the carve-out for professional fees provided in any such Financing Order.

- (k) The Company acknowledges that the Investors and certain persons and entities (collectively, the "Ultimate Purchasers") may enter into one or more agreements (the "Additional Investor Agreements"), pursuant to which such Investor may arrange for one or more Ultimate Purchasers to purchase certain of the Unsubscribed Shares, the Direct Subscription Shares or the Series B Preferred Stock. Each Additional Investor Agreement entered into prior to the Closing Date shall contain the Ultimate Purchaser's agreement to be bound by this Agreement and shall contain a confirmation by such Ultimate Purchaser of the accuracy with respect to it of the representations set forth in Section 4. Each Investor proposing to enter into an Additional Investor Agreement prior to the Closing Date with any Ultimate Purchaser or proposing to transfer Investor Shares to any Related Purchaser in either case which would result in the Maximum Number being exceeded agrees to notify the Company prior to entering into such agreement or effecting such transfer and will not undertake such agreement or effect such transfer without the consent of the Company, which shall not be unreasonably withheld. The Investors agree that with respect to any offer or transfer to an Ultimate Purchaser prior to the Closing Date, they shall not offer any Investor Shares to, or enter into any Additional Investor Agreement with, any person or entity (A) after the initial filing of the Rights Offering Registration Statement with the Commission and (B) that is not a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act; provided that the total number of Investors, Related Purchasers and Ultimate Purchasers pursuant to this Agreement shall not exceed the Maximum Number; provided, further, that nothing in this Agreement shall limit or restrict in any way any Investor's ability to transfer or otherwise dispose of any Investor's Shares or any interest therein after the Closing Date pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements thereunder and pursuant to applicable state securities laws.

3. Representations and Warranties of the Company. Except as set forth in a disclosure letter to be delivered pursuant to Section 5(s) (the "Disclosure Letter"), the Company represents and warrants to, and agrees with, each of the Investors as set forth below. Any item disclosed in a section of the Disclosure Letter shall be deemed disclosed in all other

sections of the Disclosure Letter to the extent the relevance of such disclosure or matter is reasonably apparent and shall qualify the representations and warranties contained in this Section 3. Except for representations, warranties and agreements that are expressly limited as to their date, each representation, warranty and agreement shall be deemed made as of the date of delivery of the Disclosure Letter (the "Disclosure Letter Delivery Date") and as of the Closing Date:

- (a) Organization and Qualification. The Company and each of its Significant Subsidiaries has been duly organized and is validly existing in good standing under the laws of its respective jurisdiction of incorporation, with the requisite power and authority to own its properties and conduct its business as currently conducted. Each of the Company and its Subsidiaries has been duly qualified as a foreign corporation or organization for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except to the extent that the failure to be so qualified or be in good standing has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. For the purpose of this Agreement, "Material Adverse Effect" means (i) any material adverse effect on the business, results of operations, liabilities, property or condition (financial or otherwise) of the Company or its Subsidiaries, taken as a whole, or (ii) any material adverse effect on the ability of the Company, subject to the approvals and other authorizations set forth in Section 3(g) below, to consummate the transactions contemplated by this Agreement or the Plan other than, in either case, any effect relating to or resulting from (i) changes in general economic conditions or securities or financial markets in general that do not disproportionately impact the Company and its Subsidiaries; (ii) general changes in the industry in which the Company and its Subsidiaries operate and not specifically relating to, or having a disproportionate effect on, the Companies and its Subsidiaries taken as a whole (relative to the effect on other persons operating in such industry); (iii) any changes in law applicable to the Company or any of its Subsidiaries or any of their respective properties or assets or interpretations thereof by any governmental authority which do not have a disproportionate effect on, the Company and its Subsidiaries; (iv) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism which do not have a disproportionate effect on, the Company and its Subsidiaries; (v) the announcement or the existence of, or compliance with, this Agreement and the transactions contemplated hereby (including without limitation the impact thereof on relationships with suppliers, customers or employees); (vi) any accounting regulations or principles or changes in accounting practices or policies that the Company or its Subsidiaries are required to adopt, including in connection with the audit of the Company's financial statements in accordance with GAAP or any failure to timely file periodic reports or timely prepare financial statements and the costs and effects of completing the preparation of the Company's financial statements and periodic reports; or (vii) any change in the market price or trading volumes of the Company's securities (it being understood for the purposes of this subclause (vii) that any facts underlying such change that are not otherwise covered by the immediately preceding clauses

(i) through (vi) may be taken into account in determining whether or not there has been a Material Adverse Effect). For the purposes of this Agreement, (x) a "Subsidiary" of any person means, with respect to such person, any corporation, partnership, joint venture or other legal entity of which such person (either alone or through or together with any other subsidiary), owns, directly or indirectly, more than 50% of the stock or other equity interests, has the power to elect a majority of the board of directors or similar governing body, or has the power to direct the business and policies, and (y) a "Significant Subsidiary" is a Subsidiary that satisfies the definition contained in Article 1, Rule 1-02 of Regulation S-X promulgated pursuant to the Securities Act of 1933, as amended.

(b) Corporate Power and Authority.

- (i) The Company has or, to the extent executed in the future, will have when executed the requisite corporate power and authority to enter into, execute and deliver this Agreement and each other agreement to which it will be a party as contemplated by this Agreement and the PSA (this Agreement and such other agreements collectively, the "Transaction Agreements") and, subject to entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Rules 6004(h) and 3020(e) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), respectively, to perform its obligations hereunder and thereunder, including the issuance of the Rights and Investor Shares. The Company has taken or will take all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement, including the issuance of the Rights and Investor Shares.
- (ii) Prior to the execution by the Company and filing with the Bankruptcy Court of the Plan, the Company and each Subsidiary entering into the Plan will have the requisite corporate power and authority to execute the Plan and to file the Plan with the Bankruptcy Court and, subject to entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e), to perform its obligations thereunder, and will have taken by the Effective Date all necessary corporate actions required for the due authorization, execution, delivery and performance by it of the Plan.

(c) Execution and Delivery; Enforceability.

- (i) Each Transaction Agreement has been, or prior to its execution and delivery will be, duly and validly executed and delivered by the Company, and, upon the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 6004(h), each such document will constitute the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.
- (ii) The Plan will be duly and validly filed with the Bankruptcy Court by the Company and each of its Subsidiaries executing the Plan and, upon the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rule 3020(e), will constitute the valid and binding obligation of the Company and such Subsidiary, enforceable against the Company and such Subsidiaries in accordance with its terms.

- (d) Authorized and Issued Capital Stock. The authorized capital stock of the Company consists of (i) 1,350,000,000 shares of Common Stock and (ii) 650,000,000 shares of preferred stock, par value \$0.10 per share. At the close of business on November 30, 2006 (the "Capital Structure Date") (i) 561,781,500 shares of Common Stock were issued and outstanding, (ii) no shares of the preferred stock were issued and outstanding, (iii) 3,244,317 shares of Common Stock were held by the Company in its treasury, (iv) 85,978,864 shares of Common Stock were reserved for issuance upon exercise of stock options and other rights to purchase shares of Common Stock and vesting of restricted stock units (each, an "Option" and, collectively, the "Options") granted under any stock option or stock-based compensation plan of the Company or otherwise (the "Stock Plans"), and (v) 200,000 shares of Series A participating preferred stock were reserved for issuance pursuant to that certain Rights Agreement by and between the Company and BankBoston, N.A., as Rights Agent, dated as of February 1, 1999, as amended (the "Existing Shareholder Rights Plan"). All issued and outstanding shares of capital stock of the Company and each of its Subsidiaries have been duly authorized and validly issued and are fully paid and nonassessable, and the holders thereof do not have any preemptive rights. Except as set forth in this Section 3(d) or issuances pursuant to the Stock Plans, at the close of business on the Capital Structure Date, no shares of capital stock or other equity securities or voting interest in the Company were issued, reserved for issuance or outstanding. Since the close of business on the Capital Structure Date, no shares of capital stock or other equity securities or voting interest in the Company have been issued or reserved for issuance or become outstanding, other than shares described in clause (iv) of the second sentence of this Section 3(d) that have been issued upon the exercise of outstanding Options granted under the Stock Plans and other than the shares to be issued hereunder or pursuant to the PSA. Except as described in this Section 3(d), and except as will be required by the Plan, neither the Company nor any of its Subsidiaries is party to or otherwise bound by or subject to any outstanding option, warrant, call, subscription or other

right (including any preemptive right), agreement or commitment which (w) obligates the Company or any of its Subsidiaries to issue, deliver, sell or transfer, or repurchase, redeem or otherwise acquire, or cause to be issued, delivered, sold or transferred, or repurchased, redeemed or otherwise acquired, any shares of the capital stock of, or other equity or voting interests in, the Company or any security convertible or exercisable for or exchangeable into any capital stock of, or other equity or voting interest in, the Company, (x) obligates the Company or any of its Subsidiaries to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, contract, arrangement or undertaking, (y) restricts the transfer of any shares of capital stock of the Company or (z) relates to the voting of any shares of capital stock of the Company. On the Effective Date, the authorized capital stock of the Company and the issued and outstanding shares of capital stock of the Company will conform to the description set forth in the Preferred Term Sheet, the PSA and the Plan. On the Effective Date, the authorized capital stock of the Company shall consist of such number of shares of New Common Stock as shall be set forth in the Amended and Restated Constituent Documents and 34,285,716 shares of new preferred stock. On the Effective Date, assuming consummation of the transactions contemplated by this Agreement: (i) 101,000,000 shares of New Common Stock will be outstanding; (ii) 8,571,429 shares of Series A-1 Preferred Stock will be issued and outstanding; (iii) 8,571,429 shares of Series A-2 Preferred Stock will be issued and outstanding; and (iv) 17,142,858 shares of Series B Preferred Stock will be issued and outstanding.

- (e) Issuance. The Investor Shares to be issued and sold by the Company to the Investors hereunder, when the Investor Shares are issued and delivered against payment therefor by the Investors hereunder, shall have been duly and validly authorized, issued and delivered and shall be fully paid and non-assessable, and free and clear of all Taxes, liens, preemptive rights, rights of first refusal, subscription and similar rights, other than (i) any rights contained in the terms of the Preferred Shares as set forth in the Company's Certificate of Incorporation and (ii) any rights contained in any shareholders agreement to which one or more of the Investors shall be a party.
- (f) No Conflict. Subject to the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, the distribution of the Rights, the sale, issuance and delivery of the Shares upon exercise of the Rights, the consummation of the Rights Offering by the Company and the execution and delivery (or, with respect to the Plan, the filing) by the Company of the Transaction Agreements and the Plan and compliance by the Company with all of the provisions hereof and thereof and the Preferred Term Sheet and the PSA and the consummation of the transactions contemplated herein and therein (including compliance by each Investor with its obligations hereunder and thereunder) (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, except to the extent to be specified in the Plan, in the

acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of its Subsidiaries is subject, (ii) will not result in any violation of the provisions of the Certificate of Incorporation or Bylaws of the Company or any of its Subsidiaries, (iii) will not result in any material violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their properties, and (iv) will not trigger the distribution under the Existing Shareholders Rights Plan of Rights Certificates (as defined therein) or otherwise result in any Investor being or becoming an Acquiring Person, except in any such case described in subclause (i) for any conflict, breach, violation, default, acceleration or lien which has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (g) Consents and Approvals. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their properties is required for the distribution of the Rights, the sale, issuance and delivery of Shares upon exercise of the Rights or the Investor Shares to each Investor hereunder and the consummation of the Rights Offering by the Company and the execution and delivery by the Company of the Transaction Agreements or the Plan and performance of and compliance by the Company with all of the provisions hereof and thereof and the Preferred Term Sheet and the PSA and the consummation of the transactions contemplated herein and therein, except (i) the entry of the Confirmation Order and the expiration, or waiver by the Bankruptcy Court, of the 10-day period set forth in Bankruptcy Rules 6004(h) and 3020(e), as applicable, (ii) the registration under the Securities Act of the issuance of the Rights and the Shares pursuant to the exercise of Rights, (iii) filings with respect to and the expiration or termination of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and any other comparable laws or regulations in any foreign jurisdiction relating to the sale or issuance of Investor Shares to the Investors, (iv) the filing with the Secretary of State of the State of Delaware of the Certificate of Incorporation to be applicable to the Company from and after the Effective Date and (v) such consents, approvals, authorizations, registrations or qualifications (x) as may be required under the rules and regulations of the New York Stock Exchange or the Nasdaq Stock Exchange to consummate the transactions contemplated herein, (y) as may be required under state securities or Blue Sky laws in connection with the purchase of the Investor Shares by the Investors or the distribution of the Rights and the sale of Shares to Eligible Holders or (z) the absence of which will not have or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (h) Arm's Length. The Company acknowledges and agrees that the Investors are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person or entity. Additionally, the Investors are not advising the Company or any other person or entity as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Investors shall have no responsibility or liability to the Company, its Affiliates, or their respective shareholders, directors, officers, employees, advisors or other representatives with respect thereto. Any review by the Investors of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Investors and shall not be on behalf of the Company, its Affiliates, or their respective shareholders, directors, officers, employees, advisors or other representatives and shall not affect any of the representations or warranties contained herein or the remedies of the Investors with respect thereto.
- (i) Financial Statements. The financial statements and the related notes of the Company and its consolidated Subsidiaries included or incorporated by reference in the Company SEC Documents, and to be included or incorporated by reference in the Disclosure Statement and the Rights Offering Registration Statement and the Rights Offering Prospectus, comply or will comply, as the case may be, in all material respects with the applicable requirements of the Securities Act, the Securities Exchange Act of 1934, as amended, and the rules and regulation of the Commission thereunder (the "Exchange Act") and the Bankruptcy Code, as applicable, and present fairly or will present fairly in all material respects the financial position, results of operations and cash flows of the Company and its Subsidiaries as of the dates indicated and for the periods specified; such financial statements have been prepared in conformity with U.S. generally accepting accounting principles ("GAAP") applied on a consistent basis throughout the periods covered thereby (except as disclosed in the Company SEC Documents filed prior to the date hereof), and the supporting schedules included or incorporated by reference in the Company SEC Documents, and to be included or incorporated by reference in the Disclosure Statement, the Rights Offering Registration Statement and the Rights Offering Prospectus, present fairly or will present fairly the information required to be stated therein; and the other financial information included or incorporated by reference in the Company SEC Documents, and to be included or incorporated by reference in the Disclosure Statement, Rights Offering Registration Statement and the Rights Offering Prospectus, has been or will be derived from the accounting records of the Company and its Subsidiaries and presents fairly or will present fairly the information shown thereby; and the pro forma financial information and the related notes included or incorporated by reference in the Company SEC Documents, and to be included or incorporated by reference in the Disclosure

Statement, Rights Offering Registration Statement and the Rights Offering Prospectus, have been or will be prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Company SEC Documents and will be set forth in the Disclosure Statement, Rights Offering Registration Statement and the Rights Offering Prospectus.

- (j) Company SEC Documents and Disclosure Statement. Except for the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2006, (which has not been filed as of the date hereof) the Company has filed all required reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein) with the Commission ("Company SEC Documents"). As of their respective dates, each of the Company SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act and the rules and regulations of the Commission promulgated thereunder applicable to such Company SEC Documents. The Company has filed with the Commission all "material contracts" (as such term is defined in Item 601(b)(10) of Regulation S-K under the Exchange Act) that are required to be filed as exhibits to the Company SEC Documents. No Company SEC Document filed after December 31, 2005, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Disclosure Statement, when submitted to the Bankruptcy Court and upon confirmation and effectiveness, will conform in all material respects to the requirements of the Bankruptcy Code. The Disclosure Statement, when submitted to the Bankruptcy Court and upon confirmation and effectiveness, and any future Company SEC Documents filed with the Commission prior to the Closing Date, when filed, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.
- (k) Rights Offering Registration Statement and Rights Offering Prospectus. The Rights Offering Registration Statement or any post-effective amendment thereto, as of the Securities Act Effective Date, will comply in all material respects with the Securities Act, and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and as of the applicable filing date of the Rights Offering Prospectus and any amendment or supplement thereto and as of the Closing Date, the Rights Offering Prospectus will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. On the Distribution Date and the Expiration Date, the Investment Decision Package will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the

circumstances under which they were made, not misleading. Each Issuer Free Writing Prospectus, at the time of use thereof, when considered together with the Investment Decision Package, will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Each Preliminary Rights Offering Prospectus, at the time of filing thereof, will comply in all material respects with the Securities Act and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, the Company makes no representation and warranty with respect to any statements or omissions made in reliance on and in conformity with information relating to each Investor or the Ultimate Purchasers furnished to the Company in writing by such Investor or the Ultimate Purchasers expressly for use in the Rights Offering Registration Statement and the Rights Offering Prospectus and any amendment or supplement thereto.

For the purposes of this Agreement, (i) the term "Rights Offering Registration Statement" means the Registration Statement to be filed with the Commission relating to the Rights Offering, including all exhibits thereto, as amended as of the Securities Act Effective Date, and any post-effective amendment thereto that becomes effective; (ii) the term "Rights Offering Prospectus" means the final prospectus contained in the Rights Offering Registration Statement at the Securities Act Effective Date (including information, if any, omitted pursuant to Rule 430A and subsequently provided pursuant to Rule 424(b) under the Securities Act ), and any amended form of such prospectus provided under Rule 424(b) under the Securities Act or contained in a post-effective amendment to the Rights Offering Registration Statement; (iii) the term "Investment Decision Package" means the Rights Offering Prospectus, together with any Issuer Free Writing Prospectus used by the Company to offer the Shares to Eligible Holders pursuant to the Rights Offering, (iv) the term "Issuer Free Writing Prospectus" means each "issuer free writing prospectus" (as defined in Rule 433 of the rules promulgated under the Securities Act) prepared by or on behalf of the Company or used or referred to by the Company in connection with the Rights Offering, (v) the term "Preliminary Rights Offering Prospectus" means each prospectus included in the Rights Offering Registration Statement (and any amendments thereto) before it becomes effective, any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act and the prospectus included in the Rights Offering Registration Statement, at the time of effectiveness that omits information permitted to be excluded under Rule 430A under the Securities Act; and (vi) "Securities Act Effective Date" means the date and time as of which the Rights Offering Registration Statement, or the most recent post-effective amendment thereto, was declared effective by the Commission.

- (1) Free Writing Prospectuses. Each Issuer Free Writing Prospectus will conform in all material respects to the requirements of the Securities Act as of the date of first

use or as otherwise provided for in Rule 433 under the Securities Act, and the Company will comply with all prospectus delivery and all filing requirements applicable to such Issuer Free Writing Prospectus under the Securities Act. The Company has retained in accordance with the Securities Act all Issuer Free Writing Prospectuses that were not required to be filed pursuant to the Securities Act.

- (m) Absence of Certain Changes. Since December 31, 2005, other than as disclosed in the Company SEC Documents filed prior to the date hereof, and except for actions to be taken pursuant to the Transaction Agreements and the Plan:
- (i) there has not been any change in the capital stock from that set forth in Section 3(d) or any material change in long-term debt of the Company or any of its Subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock;
  - (ii) no event, fact or circumstance has occurred which has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
  - (iii) neither the Company nor any of its Subsidiaries has made any changes with respect to accounting policies or procedures, except as required by law or changes in GAAP;
  - (iv) neither the Company nor any of its Subsidiaries has paid, discharged, waived, compromised, settled or otherwise satisfied any material Legal Proceeding, whether now pending or hereafter brought, (A) at a cost materially in excess of the amount accrued or reserved for it in the Company SEC Documents filed prior to the date hereof, (B) pursuant to terms that impose material adverse restrictions on the business of the Company and its Subsidiaries as currently conducted or (C) on a basis that reveals a finding or an admission of a material violation of law by the Company or its Subsidiaries;
  - (v) other than in the ordinary course of business, neither the Company nor any of its Subsidiaries has (A) made, changed or revoked any material Tax election, (B) entered into any settlement or compromise of any material Tax liability, (C) filed any amended Tax Return with respect to any material Tax, (D) changed any annual Tax accounting period, (E) entered into any closing agreement relating to any material Tax, (F) knowingly failed to claim a material Tax refund for which it is entitled, or (G) made material changes to their Tax accounting methods or principles;
  - (vi) there has not been (A) any increase in the base compensation payable or to become payable to the officers or employees of the Company or any of its Subsidiaries with annual base compensation in excess of \$500,000 (except

for compensation increases in the ordinary course of business and consistent with past practice) or (B) except in the ordinary course of business and consistent with past practice, any establishment, adoption, entry into or material amendment of any collective bargaining, bonus, profit sharing, thrift, compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement for the benefit of any director, or for the benefit of a group of employees or for any individual officer or employee with annual base compensation in excess of \$500,000, in each case;

- (vii) except in a manner consistent with the Company's transformation plan previously disclosed in the Company SEC Documents filed prior to the date hereof, (the "Transformation Plan") neither the Company nor any of its Subsidiaries have sold, transferred, leased, licensed or otherwise disposed of any assets or properties material to the Company and its Subsidiaries, taken as a whole, except for (A) sales of inventory in the ordinary course of business consistent with past practice and (B) leases or licenses entered into in the ordinary course of business consistent with past practice; and
- (viii) except in a manner consistent with the Transformation Plan, neither the Company nor any of its Subsidiaries have acquired any business or entity material to the Company and its Subsidiaries, taken as a whole, by merger or consolidation, purchase of assets or equity interests, or by any other manner, in a single transaction or a series of related transactions, or entered into any contract, letter of intent or similar arrangement (whether or not enforceable) with respect to the foregoing.
- (n) Descriptions of the Transaction Agreement. The statements in the Rights Offering Registration Statement and the Rights Offering Prospectus insofar as they purport to constitute summaries of each of the Transaction Agreements, the Plan, the Initial Approval Order and the Confirmation Order, or the terms of statutes, rules or regulations, legal or governmental proceedings or contracts, will constitute accurate summaries in all material respects.
- (o) No Violation or Default; Compliance with Laws. Neither the Company nor any of its Significant Subsidiaries is in violation of its charter or by-laws or similar organizational documents. Neither the Company nor any of its Subsidiaries is, except as a result of the Chapter 11 Cases or the failure to file its Quarterly Report on Form 10-Q for the period ended September 30, 2006, in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the property or assets of the Company or any of its Subsidiaries is subject, except for any such default that has not had and would not reasonably be expected

to have, individually or in the aggregate, a Material Adverse Effect. Neither the Company nor any of its Subsidiaries is, or has been at any time since January 1, 2002, in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except for any such violation that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (p) Legal Proceedings. Except as described in the Company SEC Documents filed prior to the date hereof, there are no legal, governmental or regulatory actions, suits, proceedings or, to the knowledge of the Company, investigations pending to which the Company or any of its Subsidiaries is or may be a party or to which any property of the Company or any of its Subsidiaries is or may be the subject that, individually or in the aggregate, has had or, if determined adversely to the Company or any of its Subsidiaries, would reasonably be expected to have a Material Adverse Effect, and no such actions, suits or proceedings or, to the knowledge of the Company, investigations are pending, threatened or contemplated, by any governmental or regulatory authority or by others. There are no current or pending legal, governmental or regulatory actions, suits or proceedings that are required under the Exchange Act to be described in the Company SEC Documents or the Rights Offering Registration Statement or Rights Offering Prospectus that are not or will not be so described, and there are no statutes, regulations or contracts or other documents that are required under the Exchange Act to be filed as exhibits to the Company SEC Documents or the Rights Offering Registration Statement or Rights Offering Prospectus or described in the Company SEC Documents or the Rights Offering Registration Statement or Rights Offering Prospectus that are not so filed or described.
- (q) Independent Accountants. Ernst & Young LLP ("E&Y"), the Company's public accountants, are independent public accountants with respect to the Company and its Subsidiaries as required by the Securities Act.
- (r) Labor Relations. Except as set forth in the Company SEC Documents filed prior to the date hereof:
  - (i) neither the Company nor any of its Subsidiaries is a party to, or bound by, any material collective bargaining agreement, contract or other agreement or understanding with a labor union or labor organization (other than contracts or other agreements or understandings with labor unions or labor organizations in connection with products and services offered and sold to such unions and organizations by the Company or its Subsidiaries);
  - (ii) neither the Company nor any of its Subsidiaries is the subject of any proceeding asserting that it or any Subsidiary has committed an unfair labor practice or sex, age, race or other discrimination or seeking to compel it to bargain with any labor organization as to wages or conditions of employment, which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect;

- (iii) there are no material current or, to the knowledge of the Company, threatened organizational activities or demands for recognition by a labor organization seeking to represent employees of the Company or any Subsidiary and no such activities have occurred during the past 24 months;
  - (iv) no grievance, arbitration, litigation or complaint or, to the knowledge of the Company, investigations relating to labor or employment matters is pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries which, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
  - (v) the Company and each of its Subsidiaries has complied and is in compliance in all respects with all applicable laws (domestic and foreign), agreements, contracts, and policies relating to employment, employment practices, wages, hours, and terms and conditions of employment and is not engaged in any material unfair labor practice as determined by the National Labor Relations Board (or any foreign equivalent) except where the failure to comply has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;
  - (vi) the Company has complied in all respects with its payment obligations to all employees of the Company and its Subsidiaries in respect of all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to such employees under any Company policy, practice, agreement, plan, program or any statute or other law, except to the extent that any noncompliance, either individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect; and
  - (vii) the Company has complied and is in compliance in all material respects with its obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988 (and any similar state or local law) to the extent applicable, and all material other employee notification and bargaining obligations arising under any collective bargaining agreement or statute.
- (s) Title to Intellectual Property. The Company and its Subsidiaries own or possess valid and enforceable rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) (collectively, "Intellectual Property") used in the conduct of their respective businesses other than Intellectual Property, the failure to own or possess which has not had and would not reasonably be expected to have, individually or in the aggregate, Material Adverse Effect. All registrations with and applications to governmental or regulatory authorities in respect of such Intellectual Property are valid and in full force and effect, have not, except in

accordance with the ordinary course practices of the Company and its Subsidiaries, lapsed, expired or been abandoned (subject to the vulnerability of a registration for trademarks to cancellation for lack of use), are not the subject of any opposition filed with the United States Patent and Trademark Office or any other applicable Intellectual Property registry. The consummation of the transaction contemplated hereby and by the Plan will not result in the loss or impairment of any rights to use such Intellectual Property or obligate any of the Investors to pay any royalties or other amounts to any third party in excess of the amounts that would have been payable by Company and its Subsidiaries absent the consummation of this transactions. The Company and its Subsidiaries have taken reasonable security measures to protect the confidentiality and value of its and their trade secrets (or other Intellectual Property for which the value is dependent upon its confidentiality), and no such information, has been misappropriated or the subject of an unauthorized disclosure, except to the extent that such misappropriation or unauthorized disclosure has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Company and its Subsidiaries have not received any notice that it is or they are, in default (or with the giving of notice or lapse of time or both, would be in default) under any contract relating to such Intellectual Property. No Intellectual Property rights of the Company or its Subsidiaries are being infringed by any other person, except to the extent that such infringement has not had and would not have, individually or in the aggregate, a Material Adverse Effect. The conduct of the businesses of the Company and its Subsidiaries will not conflict in any respect with any Intellectual Property rights of others, and the Company and its Subsidiaries have not received any notice of any claim of infringement or conflict with any such rights of others which has had or would in any such case be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

- (t) Title to Real and Personal Property. The Company and its Subsidiaries have good and marketable title to all real property owned by the Company and its Subsidiaries and good title to all other tangible and intangible properties (other than Intellectual Property covered by Section 3(s)) owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (i) are described in the consolidated balance sheets included in the Company SEC Documents filed prior to the date hereof or (ii) individually and in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. All of the leases and subleases to which the Company or its Subsidiaries are a party are in full force and effect and enforceable by the Company or such Subsidiary in accordance with their terms, and neither the Company nor any Subsidiary has received any notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company or any Subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such Subsidiary to the continued possession of the leased or subleased property by under any such lease or sublease, except where any such claim or failure to be

enforceable would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (u) No Undisclosed Relationships. As of the date hereof, no relationship, direct or indirect, exists between or among the Company or any of its Subsidiaries, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company or any of its Subsidiaries, on the other, that is required by the Exchange Act to be described in the Company SEC Documents and that are not so described, except for the transactions pursuant to this Agreement.
- (v) Investment Company Act. As of the date hereof, the Company is not and, after giving effect to the consummation of the Plan, including the offering and sale of the Investor Shares and Shares upon exercise of Rights, and the application of the proceeds thereof, will not be required to register as an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.
- (w) Licenses and Permits. The Company and its Subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Company SEC Documents except any such licenses, certificates, permits or authorization the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as described in the Company SEC Documents filed prior to the date hereof and except as, individually and in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, neither the Company nor any of its Subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.
- (x) Compliance with Environmental Laws.
  - (i) The Company and its Subsidiaries have complied and are in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, decisions and orders, including all civil and common law, relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws");
  - (ii) the Company and its Subsidiaries have (a) received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses, (b) are not subject to any action to revoke, terminate, cancel, limit, amend or

appeal any such permits, licenses or approvals, and (c) have paid all fees, assessments or expenses due under any such permits, licenses or approvals;

- (iii) the Company and its Subsidiaries have not received notice from any governmental authority of any actual or potential liability for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, or for any violation of Environmental Laws;
- (iv) there are no facts, circumstances or conditions relating to the past or present business or operations of the Company, its Subsidiaries or any of their predecessors (including the disposal of any hazardous or toxic substances or wastes, pollutants or contaminants), or to any real property currently or formerly owned or operated by the Company, its Subsidiaries or any of their predecessors, that would reasonably be expected to give rise to any claim, proceeding or action, or to any liability, under any Environmental Law;
- (v) neither the Company nor any of its Subsidiaries has agreed to assume or accept responsibility for, by contract or otherwise, any liability of any other person under Environmental Laws;
- (vi) neither the Company nor any of its Subsidiaries is required or reasonably expected to incur material capital expenditures during the current and the subsequent five fiscal years to reach or maintain compliance with existing or reasonably anticipated Environmental Laws;
- (vii) none of the transactions contemplated under this Agreement will give rise to any obligations to obtain the consent of or provide notice to any governmental or regulatory authority under any Environmental Laws; and
- (viii) none of the Company, nor any of its subsidiaries nor their respective predecessors has manufactured, marketed, distributed, or sold asbestos or any products containing asbestos.

except, in the case of each of subclauses (i) through (vi) and in subclause (viii) above, as disclosed in the Company SEC Documents filed prior to the date hereof, as have been, as of the date of this Agreement, adequately provided for in accordance with GAAP in the financial statements of the Company included in the Company SEC Documents filed prior to the date hereof, or as, individually and in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect.

(y) Tax Matters. Except as described in the Company SEC Documents filed with the Commission prior to the date hereof:

- (i) The Company has timely filed or caused to be timely filed (taking into account any applicable extension of time within which to file) with the appropriate taxing authorities all material tax returns, statements, forms

and reports (including elections, declarations, disclosures, schedules, estimates and information Tax Returns) for Taxes ("Tax Returns") that are required to be filed by, or with respect to, the Company and its Subsidiaries on or prior to the Closing Date. The Tax Returns accurately reflect all material liability for Taxes of the Company and its Subsidiaries for the periods covered thereby;

- (ii) all material Taxes and Tax liabilities due by or with respect to the income, assets or operations of the Company and its Subsidiaries for all taxable years or other taxable periods that end on or before the Closing Date have been or will, prior to the Closing, be timely paid in full or accrued and fully provided for in accordance with GAAP on the financial statements of the Company included in the Company SEC Documents;
- (iii) neither the Company nor any of its Subsidiaries has received any written notices from any taxing authority relating to any material issue that has not been adequately provided for in accordance with GAAP in the financial statements of the Company included in the Company SEC Documents filed prior to the date hereof;
- (iv) all material Taxes which the Company and each or any of its Subsidiaries is (or was) required by law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party have been duly withheld or collected, and have been timely paid to the proper authorities to the extent due and payable;
- (v) neither the Company nor any of its subsidiaries has been included in any "consolidated," "unitary" or "combined" Tax Return provided for under the law of the United States, any foreign jurisdiction or any state or locality with respect to Taxes for any taxable period for which the statute of limitations has not expired (other than a group of which the Company and/or its subsidiaries are the only members);
- (vi) except for the tax sharing allocations and similar agreements entered into with GM at the time of the spin-off, there are no tax sharing, allocation, indemnification or similar agreements in effect as between the Company or any of its Subsidiaries or any predecessor or affiliate thereof and any other party (including any predecessors or affiliates thereof) under which the Company or any of its Subsidiaries would be liable for any material Taxes or other claims of any party;
- (vii) the Company has not been a "United States real property holding corporation" within the meaning of Section 897(c)(2) of the Code at any time during the five-year period ending on the date hereof; and

- (viii) the Company is not a party to any agreement other than certain Change In Control Agreements in the Company SEC Documents filed prior to the date hereof that would require the Company or any affiliate thereof to make any material payment that would constitute an "excess parachute payment" for purposes of Sections 280G and 4999 of the Code.

For purposes of this Agreement, "Taxes" shall mean all taxes, assessments, charges, duties, fees, levies or other governmental charges, including, without limitation, all federal, state, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, property, excise, severance, windfall profits, stamp, license, payroll, social security, withholding and other taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest and shall include any liability for such amounts as a result either of being a member of a combined, consolidated, unitary or affiliated group or of a contractual obligation to indemnify any person or other entity.

(z) Compliance With ERISA.

- (i) Correct and complete copies of the following documents, with respect to all material domestic and foreign benefit and compensation plans, programs, contracts, commitments, practices, policies and arrangements, whether written or oral, that have been established, maintained or contributed to (or with respect to which an obligation to contribute has been undertaken) or with respect to which any potential liability is borne by the Company or any of its Subsidiaries, including, but not limited to, "employee benefit plans" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and deferred compensation, stock option, stock purchase, restricted stock, stock appreciation rights, stock based, incentive and bonus plans (the "Company Plans"), have been or will be delivered or made available to the Investors by the Company, to the extent applicable:
  - (i) all material Company Plan documents, together with all amendments and attachments thereto (including, in the case of any Company Plan not set forth in writing, a written description thereof); (ii) all material trust documents, declarations of trust and other documents establishing other funding arrangements, and all amendments thereto and the latest financial statements thereof; (iii) the most recent annual report on IRS Form 5500 for each of the past three years and all schedules thereto and the most recent actuarial report; (iv) the most recent IRS determination letter; (v) summary plan descriptions and summaries of material modifications; and (vi) the two most recently prepared actuarial valuation reports.
- (ii) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, or except as described in the Company SEC Documents filed prior to the date hereof:

(A) each Company Plan, other than any "multiemployer plans" within the meaning of Section 3(37) of ERISA ("Multiemployer Plans"), is in compliance with ERISA, the Internal Revenue Code of 1986, as amended (the "Code") and other applicable laws; (B) each Company Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination letter from the IRS covering all Tax law changes prior to the Economic Growth and Tax Relief Reconciliation Act of 2001 or has applied to the IRS for such favorable determination within the applicable remedial amendment period under Section 401(b) of the Code, and the Company is not aware of any circumstances likely to result in the loss of the qualification of such Company Plan under Section 401(a) of the Code; (C) no liability under Subtitle C or D of Title IV of ERISA has been or is reasonably expected to be incurred by the Company or any of its Subsidiaries with respect to any ongoing, frozen or terminated "single-employer plan," within the meaning of Section 4001(a)(15) of ERISA ("Single-Employer Plan") currently maintained or contributed to (or with respect to which an obligation to contribute has been undertaken), or the Single-Employer Plan of any entity which is considered one employer with the Company under Section 4001 of ERISA or Section 414 of the Code (a "Company ERISA Affiliate"); (D) the Company and its Subsidiaries have not incurred any withdrawal liability (including any contingent or secondary withdrawal liability) with respect to a Multiemployer Plan under Subtitle E of Title IV of ERISA (regardless of whether based on contributions of a Company ERISA Affiliate) that has not been satisfied in full and no condition or circumstance has existed that presents a risk of the occurrence of any withdrawal from or the partition, termination, reorganization or insolvency of any such Multiemployer Plan; (E) no notice of a "reportable event," within the meaning of Section 4043 of ERISA has occurred or is expected to occur for any Company Plan or by any Company ERISA Affiliate; (F) all contributions required to be made under the terms of any Company Plan have been timely made or have been reflected in the financial statements of the Company included in the Company SEC Reports filed prior to the date hereof; and (G) there has been no amendment to, announcement by the Company or any of its Subsidiaries relating to, or change in employee participation or coverage under, any Company Plan which would increase the expense of maintaining such plan above the level of the expense incurred therefor for the most recent fiscal year.

- (iii) Except as disclosed in the Company SEC Documents filed prior to the date hereof: (A) neither any Company Plan nor any Single-Employer Plan of a Company ERISA Affiliate has an "accumulated funding deficiency" (whether or not waived) within the meaning of Section 412 of the Code or Section 302 of ERISA and neither the Company nor any of its Subsidiaries nor any Company ERISA Affiliate has applied for or obtained a funding waiver; (B) the Company expects that required minimum contributions to any Company Plan under Section 412 of the Code will not be materially

increased by application of Section 412(l) of the Code; (C) neither the Company nor any of its Subsidiaries has provided, or is required to provide, security to any Company Plan or to any Single-Employer Plan of a Company ERISA Affiliate pursuant to Section 401(a)(29) of the Code; and (D) neither the execution of this Agreement, stockholder approval of this Agreement nor the consummation of the transactions contemplated hereby will limit or restrict the right of the Company to merge, amend or terminate any of the Company Plans.

- (aa) Internal Control Over Financial Reporting. Except as set forth in the Company SEC Documents filed prior to the date hereof, the Company and its Subsidiaries (i) make and keep books and records that accurately and fairly represent the Company's transactions, and (ii) maintain and have maintained effective internal control over financial reporting as defined in Rule 13a-15 under the Exchange Act and a system of internal accounting controls sufficient to provide reasonable assurance that: (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company has disclosed, based on the most recent evaluation of its chief executive officer and its chief financial officer prior to the date hereof, to the Company's auditors and the audit committee of the Company's board of directors (i) any significant deficiencies in the design or operation of its internal controls over financial reporting that are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information and has identified for the Company's auditors and the audit committee of the Company's board of directors any material weaknesses in internal control over financial reporting and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.
- (bb) Disclosure Controls and Procedures. Except as disclosed in the Company SEC Documents filed prior to the date hereof, the Company maintains disclosure controls and procedures required by Rule 13a-15 or 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective to ensure that information required to be disclosed by the Company is recorded and reported on a timely basis to the individuals responsible for the preparation of the Company's filings with the Commission and other public disclosure documents.
- (cc) Insurance. The Company and its Subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as are customary for companies whose businesses are similar to the Company and its Subsidiaries. Neither the Company nor any of its

Subsidiaries has (i) received written notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

- (dd) No Unlawful Payments. Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or any of its Subsidiaries has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in each case other than clause (iii) that has been or would reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries, taken as a whole.
- (ee) Compliance with Money Laundering Laws. The Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to Money Laundering Laws is pending or, to the knowledge of the Company, threatened.
- (ff) Compliance with Sanctions Laws. Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"). The Company will not directly or indirectly use the proceeds of the Rights Offering or the sale of the Investor Shares, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person that, to the Company's knowledge, is currently subject to any U.S. sanctions administered by OFAC.
- (gg) No Restrictions on Subsidiaries. Except as described in the Company SEC Documents filed prior to the date hereof or otherwise set forth in the record of the Chapter 11 Cases on or prior to the date hereof, and subject to the Bankruptcy Code, no Subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from

paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's properties or assets to the Company or any other Subsidiary of the Company.

- (hh) No Broker's Fees. Neither the Company nor any of its Subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Investors for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the sale of the Investor Shares.
- (ii) No Registration Rights. Except as provided for pursuant to the registration rights agreement contemplated by Section 8(c)(iv), no person has the right to require the Company or any of its Subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Rights Offering Registration Statement with the Commission or in connection with Rights Offering or the sale of the Investor Shares.
- (jj) No Stabilization. The Company has not taken and will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares.
- (kk) Margin Rules. Neither the issuance, sale and delivery of the Rights or the Shares in connection with Rights Offering or the sale of the Investor Shares nor the application of the proceeds thereof by the Company as to be described in the Rights Offering Registration Statement and the Rights Offering Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.
- (ll) Forward-Looking Statements. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Company SEC Documents has been made or reaffirmed, and in the case of the Rights Offering Registration Statement and the Rights Offering Prospectus, will be made or reaffirmed, without a reasonable basis or has been disclosed other than in good faith.
- (mm) Statistical and Market Data. Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data to be included in the Disclosure Statement, Rights Offering Registration Statement and the Rights Offering Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.
- (nn) Rights Agreement. The Board of Directors of the Company has taken all necessary action to render the Existing Shareholder Rights Plan inapplicable to the sale and issuance of the Investor Shares and the other transactions contemplated hereby and by the Preferred Term Sheet, the Plan and the

Transaction Agreements (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser).

- (oo) Takeover Statutes; Charter. The Board of Directors of the Company has taken all such action necessary to render the restrictions contained in Section 203 of the General Corporation Law of the State of Delaware (the "DGCL") and Article IX of the Company's Certificate of Incorporation inapplicable to the Investors and the sale and issuance of the Investor Shares and the other transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the Plan and the Transaction Agreements (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser). Except for Section 203 of the DGCL (which has been rendered inapplicable), no other "fair price," "moratorium," "control share acquisition", "business combination" or other similar anti-takeover statute or regulation (a "Takeover Statute") is applicable to the Company, the Common Stock, the Shares, the sale and issuance of the Investor Shares or the other transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the Plan and the Transaction Agreements. Other than Article IX of the Company's Certificate of Incorporation, which has been rendered inapplicable, no anti-takeover provision in the Company's certificate of incorporation or by-laws is applicable to the Company, the Common Stock, the Shares, the sale and issuance of the Investor Shares or the other transactions contemplated by the Preferred Term Sheet, the Plan or the Transaction Agreements.
4. Representations and Warranties of the Investors. Each Investor represents and warrants as to itself only, and agrees with the Company, severally and not jointly, as set forth below. Each such representation, warranty and agreement is made as of the date hereof and as of the Closing Date.
- (a) Incorporation. The Investor has been duly organized and, if applicable, is validly existing as a corporation, limited partnership or limited liability company, in good standing under the laws of the jurisdiction of its incorporation or organization.
- (b) Corporate Power and Authority. The Investor has the requisite corporate, limited partnership or limited liability company power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and has taken all necessary corporate, limited partnership or limited liability company action required for the due authorization, execution, delivery and performance by it of this Agreement .
- (c) Execution and Delivery. This Agreement has been duly and validly executed and delivered by the Investor and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.
- (d) No Registration. The Investor understands that the Investor Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the

accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto.

- (e) Investment Intent. The Investor is acquiring the Investor Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities laws, and such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same, except in compliance with applicable securities laws. Notwithstanding the foregoing, as to ADAH, subject to the provisions of Sections 2(a), 2(b) and 2(k), the Company acknowledges that ADAH may provide for a participation interest or other arrangement whereby the economic benefits of ownership of the Series A-2 Preferred Stock are shared with Merrill and Harbinger or their Affiliates, but ADAH shall not, pursuant to such arrangements, transfer any voting or investment power or control over the Series A-2 Preferred Stock.
- (f) Securities Laws Compliance. The Investor Shares will not be offered for sale, sold or otherwise transferred by the Investor except pursuant to a registration statement or in a transaction exempt from, or not subject to, registration under the Securities Act and any applicable state securities laws and any sale or placement of Investor Shares pursuant to Sections 2(a), 2(b) or 2(k) will not affect the validity of the private placement to the Investors under this Agreement.
- (g) Sophistication. The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Investor Shares being acquired hereunder. The Investor is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act. The Investor understands and is able to bear any economic risks associated with such investment (including, without limitation, the necessity of holding the Investor Shares for an indefinite period of time).
- (h) No Conflict. The execution and delivery by the Investor of each of the Transaction Agreements to which it is a party and the compliance by the Investor with all of the provisions hereof and thereof and the Preferred Term Sheet and the PSA and the consummation of the transactions contemplated herein and therein (i) will not conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time, or both), or result, in the acceleration of, or the creation of any lien under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Investor is a party or by which the Investor is bound or to which any of the property or assets of the Investor or any of its Subsidiaries is subject, (ii) will not result in any violation of the provisions of the certificate of incorporation or bylaws or similar governance documents of the Investor, and (iii) will not result in any material violation of, or any termination or material impairment of any rights under, any statute or any license, authorization, injunction, judgment, order, decree, rule or regulation of any court or governmental agency or body having jurisdiction over the Investor or any of their

properties, except in any such case described in subclause (i) for any conflict, breach, violation, default, acceleration or lien which has not and would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.

- (i) Consents and Approvals. No consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body having jurisdiction over the Investor or any of its properties is required to be obtained or made by the Investor for the purchase of the Investor Shares hereunder and the execution and delivery by the Investor of this Agreement or the Transaction Agreements to which it is a party and performance of and compliance by the Investor with all of the provisions hereof and thereof and the Preferred Term Sheet and the PSA and the consummation of the transactions contemplated herein and therein, except filings with respect to and the expiration or termination of the waiting period under the HSR Act or any comparable laws or regulations in any foreign jurisdiction relating to the purchase of Investor Shares and except for any consent, approval, authorization, order, registration or qualification which, if not made or obtained, has not and would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.
- (j) Arm's Length. The Investor acknowledges and agrees that the Company is acting solely in the capacity of an arm's length contractual counterparty to the Investor with respect to the transactions contemplated hereby (including in connection with determining the terms of the Rights Offering). Additionally, the Investor is not relying on the Company for any legal, tax, investment, accounting or regulatory advice, except as specifically set forth in this Agreement. The Investor shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby.
- (k) No Violation or Default; Compliance with Laws. The Investor is not in default, and no event has occurred that , with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Investor is a party or by which the Investor is bound or to which any of the property or assets of the Investor is subject, individually or in the aggregate, that would prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement. The Investor is not and has not been at any time since January 1, 2002, in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except for any such violation that has not and would not reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.

- (l) Legal Proceedings. There are no actions, suits or proceedings to which the Investor is a party or to which any property of the Investor is the subject that, individually or in the aggregate, has or, if determined adversely to the Investor, would reasonably be expected to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement and no such actions, suits or proceedings are threatened or, to the knowledge of the Investor, contemplated and, to the knowledge of the Investor, no investigations are threatened by any governmental or regulatory authority or threatened by others that has or would reasonably be expected, individually or in the aggregate, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.
  - (m) No Broker's Fees. The Investor is not a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against the Company for a brokerage commission, finder's fee or like payment in connection with the Rights Offering or the sale of the Investor Shares.
  - (n) No Undisclosed Written Agreements. The Investor has not entered into any material written agreements between or among the Investors directly relating to such Investor's Investor Shares or the performance of the Transaction Agreements, and any such written agreement hereafter entered into will be disclosed promptly to the Company.
  - (o) Available Funds. To the extent the Investor is ADAH, Dolce or Harbinger, the Investor has provided the Company with a true and complete copy of an executed commitment letter from the parties signatory thereto to provide equity financing to such Investor (the "Equity Commitment Letter"). Each such Investor represents as to itself that its Equity Commitment Letter is in full force and effect and is a valid and binding obligation of the parties thereto enforceable in accordance with its terms except as the enforcement thereof is subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors rights and to general equitable principles. The Equity Commitment Letters are not subject to any condition or contingency with respect to financing that is not set forth in such letter other than the terms and conditions of this Agreement.
5. Additional Covenants of the Company. The Company agrees with each of the Investors as set forth below.
- (a) Initial Approval Motion and Initial Approval Order. The Company agrees that it shall use reasonable best efforts to cause the Initial Approval Order to become a Final Approval Order as soon as practicable following the filing of the Approval Motion.
  - (b) Plan and Disclosure Statement. The Company shall authorize, execute, file with the Bankruptcy Court and seek confirmation of, a Plan (and a related disclosure

statement (the "Disclosure Statement") (i) the terms of which are consistent with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement, and with such other terms that, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, however, that prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce of such other terms shall be each in its sole discretion, (ii) that provides for the release and exculpation of each Investor, its Affiliates, shareholders, partners, directors, officers, employees and advisors from liability for participation in the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan to the fullest extent permitted under applicable law and (iii) that has conditions to confirmation and the Effective Date of the Plan (and to what extent any such conditions can be waived and by whom) that are consistent with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement and with such other terms that, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, however, that prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce of such other terms shall be each in its sole discretion. The Company will (i) provide to each Investor and its counsel a copy of the Plan and the Disclosure Statement, and any amendments thereto, and a reasonable opportunity to review and comment on such documents prior to such documents being filed with the Bankruptcy Court, and (ii) duly consider in good faith any comments consistent with this Agreement, the Preferred Term Sheet and the PSA, and any other reasonable comments of each of the Investors and their respective counsel, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel. In addition, the Company will (i) provide to each Investor and its counsel a copy of the Confirmation Order and a reasonable opportunity to review and comment on such order prior to such order being filed with the Bankruptcy Court and (ii) duly consider in good faith any comments consistent with this Agreement, the Preferred Term Sheet and the PSA and any other reasonable comments of each of the Investors and their respective counsel, into such Confirmation Order, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel.

- (c) Rights Offering. The Company shall use its reasonable best efforts to effectuate the Rights Offering as provided herein.
- (d) Securities Laws; Rights Offering Registration Statement. The Company shall take all action as may be necessary or advisable so that the Rights Offering and the issuance and sale of the Investor Shares and the other transactions contemplated by this Agreement will be effected in accordance with the Securities Act and the Exchange Act and any state or foreign securities or Blue Sky laws. As promptly as practicable following the later of the Due Diligence Expiration Date and the date the GM Settlement is agreed, the Company shall file a Rights

Offering Registration Statement with the Commission. The Company shall: (i) provide the Investors with a reasonable opportunity to review the Rights Offering Registration Statement, and any amendment or supplement thereto, before any filing with the Commission and shall duly consider in good faith any comments consistent with this Agreement, the Preferred Term Sheet and the PSA, and any other reasonable comments of the Investors and their respective counsel, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel; (ii) advise the Investors, promptly after it receives notice thereof, of the time when the Rights Offering Registration Statement has been filed or has become effective or any Rights Offering Prospectus or Rights Offering Prospectus supplement has been filed and shall furnish the Investors with copies thereof; (iii) advise the Investors promptly after it receives notice of any comments or inquiries by the Commission (and furnish the Investors with copies of any correspondence related thereto), of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Rights Offering Prospectus or Issuer Free Writing Prospectus, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Rights Offering Registration Statement or a Rights Offering Prospectus or for additional information, and in each such case, provide the Investors with a reasonable opportunity to review any such comments, inquiries, request or other communication from the Commission and to review any amendment or supplement to the Rights Offering Registration Statement or the Rights Offering Prospectus before any filing with the Commission, and to duly consider in good faith any comments consistent with this Agreement, the Preferred Term Sheet and the PSA, and any other reasonable comments of the Investors and their respective counsel, and not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel; and (iv) in the event of the issuance of any stop order or of any order preventing or suspending the use of a Rights Offering Prospectus or any Issuer Free Writing Prospectus or suspending any such qualification, to use promptly its reasonable best efforts to obtain its withdrawal.

- (e) Listing. The Company shall use its commercially reasonable efforts to list and maintain the listing of the New Common Stock on the New York Stock Exchange or, if approved by each of ADAH and Dolce, the Nasdaq Global Select Market.
- (f) Rule 158. The Company will generally make available to the Company's security holders as soon as practicable an earnings statement of the Company covering a twelve-month period beginning after the date of this Agreement, which shall satisfy the provisions of Section 11(a) of the Securities Act.
- (g) Notification. The Company shall notify, or cause the Subscription Agent to notify the Investors, on each Friday during the Rights Exercise Period and on each Business Day during the five Business Days prior to the Expiration Time (and any

extensions thereto), or more frequently if reasonably requested by any of the Investors, of the aggregate number of Rights known by the Company or the Subscription Agent to have been exercised pursuant to the Rights Offering as of the close of business on the preceding Business Day or the most recent practicable time before such request, as the case may be.

- (h) Unsubscribed Shares. The Company shall determine the number of Unsubscribed Shares, if any, in good faith, shall provide a Purchase Notice or a Satisfaction Notice that accurately reflects the number of Unsubscribed Shares as so determined and shall provide to the Investors a certification by the Subscription Agent of the Unsubscribed Shares or, if such certification is not available, such written backup to the determination of the Unsubscribed Shares as any Investor may reasonably request.
- (i) HSR. The Company shall use its reasonable best efforts to promptly prepare and file all necessary documentation and to effect all applications and seek all approvals or consents that are necessary or advisable under the HSR Act and any comparable laws or regulations in any foreign jurisdiction so that any applicable waiting period shall have expired or been terminated thereunder with respect to the purchase of Investor Shares hereunder, and shall not take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the transactions contemplated by this Agreement. The Company shall file, to the extent that it is required to file, the Notification and Report Form required under the HSR Act with respect to the transactions contemplated by this Agreement with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission no later than 30 calendar days following the date the Initial Approval Order is entered by the Bankruptcy Court (and if such date is not a Business Day on the next succeeding Business Day).
- (j) Clear Market. For a period of 180 days after the Closing Date (the "Restricted Period"), the Company will not (i) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock of the Company or any securities convertible into or exercisable or exchangeable for capital stock of the Company or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the capital stock of the Company, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of capital stock of the Company or such other securities, in cash or otherwise, without the prior written consent of each of the ADAH and Dolce, except for (A) Rights and New Common Stock issuable upon exercise of Rights, (B) shares of New Common Stock issued upon the exercise of any stock options outstanding as of the Effective Date and (C) the issuance of New Common Stock and other equity interests as set forth in the Preferred Term Sheet, the PSA and pursuant to the Plan. Notwithstanding the foregoing, if (i) during the last 17 days of the Restricted Period, the Company

issues an earnings release or material news or a material event relating to the Company occurs or (ii) prior to the expiration of the Restricted Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Restricted Period, the restrictions imposed by this Agreement shall continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

- (k) Use of Proceeds. The Company will apply the net proceeds from the sale of the Rights and the Investor Shares as provided in the Rights Offering Prospectus.
- (l) No Stabilization. The Company will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares.
- (m) Reports. So long as any Investor holds Shares, the Company will furnish to such Investor, as soon as they are available, copies of all reports or other communications (financial or other) furnished to holders of the Rights or the Shares, as the case may be, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system.
- (n) Conduct of Business. During the period from the date of this Agreement to the Closing Date (except as otherwise expressly provided by the terms of this Agreement (including the Disclosure Letter), the PSA, the Plan or any other order of the Bankruptcy Court entered on or prior to the date hereof in the Chapter 11 Cases), the Company and its Subsidiaries shall carry on their businesses in the ordinary course (subject to any actions which are consistent with the Transformation Plan) and, to the extent consistent therewith, use their commercially reasonable efforts to preserve intact their current business organizations, keep available the services of their current officers and employees and preserve their relationships with customers, suppliers, licensors, licensees, distributors and others having business dealings with the Company or its Subsidiaries. Without limiting the generality of the foregoing, except as set forth in the Disclosure Letter, on and after the date on which the Business Plan is approved and accepted by ADAH and Dolce, the Company and its Subsidiaries shall carry on their businesses in all material respects in accordance with such Business Plan and shall not enter into any transaction that would be inconsistent with such Business Plan and shall use its commercially reasonable efforts to effect such Business Plan. Without limiting the generality of the foregoing, and except as otherwise expressly provided or permitted by this Agreement (including the Disclosure Letter), the PSA, the Plan or any other order of the Bankruptcy Court entered as of the date hereof in these Chapter 11 Cases, prior to the Closing Date, the Company shall not, and shall cause its Subsidiaries not to, take any of the following actions without the prior written consent of each of ADAH and Dolce, which consent shall not be unreasonably withheld, conditioned or delayed:

- (i) (A) declare, set aside or pay any dividends on, or make any other distributions in respect of, any of its capital stock, (B) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (C) purchase, redeem or otherwise acquire, except in connection with the Plan, any shares of capital stock of the Company or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities;
- (ii) except for intercompany transactions and any financing activities which are consistent with the Company's existing financing, issue, deliver, grant, sell, pledge, dispose of or otherwise encumber any of its capital stock or any securities convertible into, or any rights, warrants or options to acquire, any such capital stock at less than fair market value;
- (iii) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the stock, or other ownership interests in, or substantial portion of assets of, or by any other manner, any business or any corporation, partnership, association, joint venture, limited liability company or other entity or division thereof except in the ordinary course of business;
- (iv) sell, lease, mortgage, pledge, grant a lien, mortgage, pledge, security interest, charge, claim or other encumbrance of any kind or nature on or otherwise encumber or dispose of any of its properties or assets, except (A) in the ordinary course of business consistent with past practice and (B) other transactions involving not in excess of \$100 million in any 12 month period;
- (v) (A) incur any indebtedness for borrowed money or guarantee any such indebtedness of another individual or entity, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company, guarantee any debt securities of another individual or entity, enter into any "keep well" or other agreement to maintain any financial statement condition of another person (other than a Subsidiary) or enter into any arrangement having the economic effect of any of the foregoing in excess of \$100 million in any 12 month period, except for (x) working capital borrowings and increases in letters of credit necessary in the ordinary course of business under the Company's existing or any amended or replacement revolving credit facilities, and (y) indebtedness solely between the Company and its Subsidiaries or between such Subsidiaries or (B) except for transactions between the Company and any of its Subsidiaries or between such Subsidiaries, make any loans, advances or capital contributions to, or investments in, any other individual or entity, other than customary advances of business and travel expenses to employees of the Company in the ordinary course of business consistent with past practice;

- (vi) enter into any new, or amend or supplement any existing, collective bargaining agreement, which is inconsistent with the Transformation Plan, this Agreement, the PSA, the Plan and the GM Settlement; or
- (vii) authorize any of, or commit or agree to take any of, the foregoing actions.
- (o) Actions Regarding Conditions. During the period from the date of this Agreement to the Closing Date, the Company shall not take any action or omit to take any action that would reasonably be expected to result in the conditions to the Agreement set forth in Section 9 not being satisfied.
- (p) GM Settlement. The Company shall use its reasonable best efforts to agree on, prior to January 31, 2007, a settlement agreement (the "GM Settlement") between the Company and GM that is consistent with this Agreement, the PSA and the Plan, and satisfactory to each of ADAH and Dolce in its sole discretion. The Company will (i) provide to the Investors and their respective counsel a copy of the GM Settlement and a reasonable opportunity to review and comment on such documents prior to such documents being executed or delivered or filed with the Bankruptcy Court, and (ii) duly consider in good faith any comments of each of ADAH and Dolce and their respective counsel consistent with this Agreement, the Preferred Term Sheet and the PSA and any other reasonable comments of each of the Investors and their respective counsel, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel. The Company shall not enter into any other agreement with GM that (i) is materially inconsistent with this Agreement, the PSA and the Plan, (ii) is outside the ordinary course of business or (iii) the terms of which would have a material impact on the Investors' proposed investment in the Company.
- (q) Access to Information. Subject to applicable law and existing confidentiality agreements between the parties, upon reasonable notice, the Company shall (and shall cause its Subsidiaries to) afford the Investors (and any prospective Ultimate Purchaser that executes a confidentiality agreement reasonably acceptable to the Company, which agreement will provide that, unless otherwise determined by the Company, all contact between such Ultimate Purchaser and the Company shall be through ADAH or Dolce) and their directors, officers, employees, investment bankers, attorneys, accountants and other advisors or representatives, reasonable access, throughout the period prior to the Closing Date, to its employees, properties, books, contracts and records and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to the Investors all information concerning its business, properties and personnel as may reasonably be requested by any Investor; provided, that the foregoing shall not require the Company (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would cause the Company to violate any of its obligations with respect to confidentiality to a third party if the Company shall have used commercially reasonable efforts to obtain the consent of such third party to such inspection or disclosure, (ii) to disclose any privileged information

of the Company or any of its Subsidiaries or (iii) to violate any laws; provided, further, that the Company shall deliver to the Investors a schedule setting in forth in reasonable detail a description of any information not provided to the Investors pursuant to subclauses (i) through (iii) above. All requests for information and access made pursuant to this Section 5(q) shall be directed to the Chief Restructuring Officer or such other person as may be designated by such person.

- (r) Financial Information. For each month, beginning November 2006 until the Closing Date, the Company shall provide to each Investor an unaudited consolidated balance sheet and related unaudited consolidated statements of operations, consolidated statements of stockholders' equity and consolidated statements of cash flows for the month then ended within 30 days of the end of such month (the "Monthly Financial Statements"). The Monthly Financial Statements, except as indicated therein, shall be prepared in accordance with the Company's normal financial reporting practices. The Monthly Financial Statements shall fairly present in all material respects the financial position, results of operations and cash flows of the Company and its Subsidiaries as of the dates indicated and for the periods specified.
- (s) Business Plan and Disclosure Letter. The Company shall use its commercially reasonable efforts to provide to the Investors as soon as practicable a final five-year business plan approved by the Company's board of directors and prepared in good faith and based on reasonable assumptions, which business plan shall provide for the amount of EBITDA for each of fiscal years 2007 through 2011 (the "Business Plan"); provided, that the Company shall not be required to deliver and neither ADAH nor Dolce shall be required to approve or accept for consideration by them any Business Plan that does not reflect a final and binding GM Settlement. The Company shall deliver with the Business Plan a Disclosure Letter which provides for exceptions from the representations and warranties of the Company in Section 3.
- (t) Financing Assistance. The Company and its Subsidiaries shall obtain the debt financing from financing sources reasonably satisfactory to Dolce and ADAH and in amounts sufficient to consummate the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement and the Plan, such financing to be on then-prevailing market terms with respect to the applicable interest rate, redemption provisions and fees, and otherwise to be on terms that are acceptable to each of ADAH and Dolce not to be unreasonably withheld (the "Debt Financing"). Subject to applicable regulatory or NASD requirements, Merrill Lynch, Pierce, Fenner & Smith, Incorporated and UBS Securities LLC (or their Affiliates) shall be entitled to participate in such Debt Financing on market terms. The Company and its Subsidiaries shall execute and deliver any commitment letters, underwriting or placement agreements, registration statements, pledge and security documents, other definitive financing documents, or other requested certificates or documents necessary or desirable to obtain the Debt Financing. The Company will (i) provide to the Investors and their respective counsel a copy of all marketing information, term sheets,

commitment letters and agreements related to the Debt Financing and a reasonable opportunity to review and comment on such documents prior to such document being distributed, executed or delivered or filed with the Bankruptcy Court, (ii) duly consider in good faith any comments of the Investors and their respective counsel consistent with the Agreement, the Preferred Term Sheet and the PSA and any other reasonable comments of the Investors and their respective counsel and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel, and (iii) keep the Investors reasonably informed on a timely basis of developments in connection with the Debt Financing and provide the Investors with an opportunity to attend and participate in meetings and/or roadshows with potential providers of the Debt Financing.

- (u) Labor Agreements. The Company and its Subsidiaries shall use their reasonable best efforts to enter into (A) tentative labor agreements with each of The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW"), the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers – Communications Workers of America ("IUE-CWA") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO/CLC (the "USW") that each of ADAH and Dolce shall have approved in its sole discretion and which adequately address, among other things, the following matters: (i) permit achievement of the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan (including plant closings, asset dispositions and resolution of union claims), (ii) permit achievement of the Business Plan and the EBITDA Target; and (B) an agreement that GM will be responsible for certain hourly labor costs (compensation, benefits and other labor costs) acceptable to each of ADAH and Dolce in each of its sole discretion at certain of the Company's facilities. The Company will (i) provide to the Investors and their respective counsel a copy of any labor agreement and a reasonable opportunity to review and comment on such document prior to such document being executed or delivered or filed with the Bankruptcy Court, and (ii) duly consider in good faith any comments of the Investors and their respective counsel consistent with this Agreement, the Preferred Term Sheet and the PSA and any other reasonable comments of the Investors and their respective counsel, and shall not reject such comments without first discussing the reasons therefor with ADAH and Dolce or their counsel and giving due consideration to the views of ADAH and Dolce and their counsel.

- (v) Other Actions by the Company.

- (i) Existing Shareholder Rights Plan. The Company and the Board of Directors of the Company (A) has taken all necessary action to amend the Existing Shareholder Rights Plan to provide that none of the Investors (including any Related Purchaser or Ultimate Purchaser) shall be deemed an "Acquiring Person" as defined in the Existing Shareholder Rights Plan

and that the rights will not separate from the Common Stock pursuant to the Existing Shareholder Rights Plan as a result of entering into this Agreement or the PSA or consummating the transactions contemplated hereby (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser) or by the Preferred Term Sheet, the PSA or the Plan, and (B) will take all such action as is necessary to terminate the Existing Shareholder Rights Plan effective as of the Closing Date.

- (ii) Takeover Statutes and Charter. The Company and the Board of Directors of the Company has taken all action necessary (A) to ensure that no Takeover Statute or similar statute or regulation is or becomes applicable to this Agreement or any transaction contemplated hereby (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser) or by the Preferred Term Sheet, the PSA or the Plan, (B) if any Takeover Statute is or may become applicable to the transactions contemplated by this Agreement (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser) or the Plan, to grant such approvals and take such actions as are necessary so that such transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and the Plan and otherwise act to eliminate or minimize the effects of such statute or regulation on such transactions and (C) to ensure that this Agreement or any transaction contemplated hereby (including any transfer of Investor Shares to any Related Purchaser or Ultimate Purchaser) or by the Preferred Term Sheet, the PSA or the Plan are approved for purposes of Article IX of the Company's Amended and Restated Certificate of Incorporation, dated January 26, 1999, as amended to date, and that such provision shall not apply to the transactions contemplated hereby or by the Preferred Term Sheet, the PSA or the Plan.
- (w) Agreement on Key Documentation. The Company shall use its commercially reasonable efforts to agree on or prior to January 31, 2007 on (a) the terms of the GM Settlement, (b) the agreements contemplated by Section 5(u), and (c) the terms of the Amended and Restated Constituent Documents, the Series A-1 Certificate of Designations, the Series A-2 Certificate of Designations and the Series B Certificate of Designations, the Shareholders Agreement and the Registration Rights Agreement with ADAH and Dolce.
- (x) Investment Decision Package. If at any time prior to the Expiration Date, any event occurs as a result of which the Investment Decision Package, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it shall be necessary to amend or supplement the Investment Decision Package to comply with applicable law, the Company will promptly notify the Investors of any such event and prepare an amendment or supplement to the Investor Decision Package that is reasonably acceptable in form and substance to each of ADAH and Dolce that will correct such statement or omission or effect such compliance.

6. Additional Covenants of the Investors. Each Investor agrees, severally and not jointly, with the Company:
- (a) Information. To provide the Company with such information as the Company reasonably requests regarding the Investor for inclusion in the Rights Offering Registration Statement and the Disclosure Statement.
  - (b) HSR Act. To use reasonable best efforts to promptly prepare and file all necessary documentation and to effect all applications and to obtain all authorizations, approvals and consents that are necessary or advisable under the HSR Act and any comparable laws or regulations in any foreign jurisdiction so that any applicable waiting period shall have expired or been terminated thereunder and any applicable notification, authorization, approval or consent shall have been made or obtained with respect to the purchase of Investor Shares hereunder, and not to take any action that is intended or reasonably likely to materially impede or delay the ability of the parties to obtain any necessary approvals required for the transactions contemplated by this Agreement. Each Investor shall file, to the extent that it is required to file, the Notification and Report Form required under the HSR Act with respect to the transactions contemplated by this Agreement with the Antitrust Division of the United States Department of Justice and the United States Federal Trade Commission no later than 30 calendar days following the date the Initial Approval Order is entered by the Bankruptcy Court (and if such date is not a Business Day on the next succeeding Business Day).
  - (c) Bankruptcy Court Filings. To not file any pleading or take any other action in the Bankruptcy Court with respect to this Agreement, the Plan, the Disclosure Statement or the Confirmation Order or the consummation of the transactions contemplated hereby or thereby that is inconsistent in any material respect with this Agreement or the Company's efforts to obtain the entry of the Confirmation Order consistent with this Agreement.
  - (d) Reasonable Best Efforts. Each Investor shall use its reasonable best efforts to take all actions, and do all things, reasonably necessary, proper or advisable on its part under this Agreement and applicable laws to cooperate with the Company and to consummate and make effective the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement and the Plan.
7. Additional Joint Covenant of Company And Each Investor. Without limiting the generality of the undertakings pursuant to Sections 5(i) and 6(b), the Company and each Investor shall use its reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary under the HSR Act and any comparable laws or regulations in any foreign jurisdiction to consummate and make effective the transactions contemplated by this Agreement and the other Transaction Agreements, including furnishing all information required by applicable law in connection with approvals of or filings with any governmental authority, and filing, or causing to be filed, as promptly as practicable, any required notification and report forms under other

applicable competition laws with the applicable governmental antitrust authority. The parties shall consult with each other as to the appropriate time of filing such notifications and shall agree upon the timing of such filings. Subject to appropriate confidentiality safeguards, each party shall (i) respond promptly to any request for additional information made by the antitrust agency; (ii) promptly notify counsel to the other party of, and if in writing, furnish counsel to the other party with copies of (or, in the case of material oral communications, advise the other party orally of) any communications from or with the antitrust agency in connection with any of the transactions contemplated by this Agreement; (iii) not participate in any meeting with the antitrust agency unless it consults with counsel to the other party in advance and, to the extent permitted by the agency, give the other party a reasonable opportunity to attend and participate thereat; (iv) furnish counsel to the other party with copies of all correspondence, filings and communications between it and the antitrust agency with respect to any of the transactions contemplated by this Agreement; and (v) furnish counsel to the other party with such necessary information and reasonable assistance as may be reasonably necessary in connection with the preparation of necessary filings or submission of information to the antitrust agency. The Parties shall use their reasonable best efforts to cause the waiting periods under the applicable competitions laws to terminate or expire at the earliest possible date after the date of filing.

Notwithstanding anything in this Agreement to the contrary, nothing shall require any Investor or its Affiliates to dispose of any of its or its Subsidiaries' or its Affiliates' assets or to limit its freedom of action with respect to any of its or its Subsidiaries' businesses, or to consent to any disposition of the Company's or the Company Subsidiaries' assets or limits on the Company's or the Company Subsidiaries' freedom of action with respect to any of its or the Company Subsidiaries' businesses, or to commit or agree to any of the foregoing, and nothing in this Agreement shall authorize the Company or any Company Subsidiary to commit or agree to any of the foregoing, to obtain any consents, approvals, permits or authorizations to remove any impediments to the transactions contemplated hereby or by any Transaction Agreement relating to antitrust or competition laws or to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any action relating to antitrust or competition laws.

8. Reasonable Best Efforts.

The Company shall use its reasonable best efforts (and shall cause its Subsidiaries to use their respective reasonable best efforts) to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its or their part under this Agreement and applicable laws to cooperate with the Investors and to consummate and make effective the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement and the Plan, including:

- (a) preparing and filing as promptly as practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party or governmental entity; provided, however, that, notwithstanding the foregoing, in connection with

obtaining such consents, the Company shall not, without the prior written consent of each of ADAH and Dolce in their sole discretion, pay or commit to pay any person or entity whose consent is being solicited in cash or other consideration to the extent such payment could reasonably be expected to prevent the Company from achieving the EBITDA targets set forth in Section 9(a)(xviii) hereof;

- (b) defending any lawsuits or other actions or proceedings, whether judicial or administrative, challenging this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement or the Plan or any other agreement contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement or the Plan or the consummation of the transactions contemplated hereby and thereby, including seeking to have any stay or temporary restraining order entered by any court or other governmental entity vacated or reversed;
- (c) executing, delivering and filing, as applicable, any additional ancillary instruments or agreements necessary to consummate the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement or the Plan and to fully carry out the purposes of this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement, the Plan and the transactions contemplated hereby and thereby including, without limitation: (i) employment agreements and other compensation arrangements with senior management of the Company relating to compensation, benefits, supplemental retirement benefits, stock options and restricted stock awards, severance and change in control provisions and other benefits on market terms (as determined by the Company's board of directors based on the advice of Watson-Wyatt and reasonably acceptable to ADAH and Dolce); (ii) agreements and other arrangements acceptable to each of ADAH and Dolce or otherwise ordered by the Bankruptcy Court with respect to claims against the Company of former members of the Company's management and members of the Company's management, if any, who are resigning or being terminated in accordance with the implementation of the Plan; (iii) a shareholders agreement among the Company, ADAH and Dolce reasonably satisfactory to ADAH and Dolce (the "Shareholders Agreement"); (iv) a registration rights agreement (the "Registration Rights Agreement") among the Company and the Investors, reasonably satisfactory to each of ADAH and Dolce to the extent that the material terms of such Registration Rights Agreement would have a material impact on the Investors' proposed investment in the Company, and providing that the Company shall (a) as soon as practicable after the Closing Date, and in any event no later than seven (7) days after the Closing Date, prepare and file with the Commission a registration statement, including all exhibits thereto, pursuant to Rule 415 under the Securities Act registering offers and sales by the Investors and the Ultimate Purchasers of the Unsubscribed Shares, the Direct Subscription Shares and the Series B Preferred Stock (the "Resale Registration Statement" and, together with the final prospectus contained in the Resale Registration Statement as of its effective date (including information, if any, omitted pursuant to Rule 430A and subsequently provided pursuant to Rule 424(b) under the Securities Act ), and any amended form of such prospectus provided under Rule 424(b) under the Securities Act or contained in a post-

effective amendment to the Resale Registration Statement) and any issuer free writing prospectus as defined in Rule 433 under the Securities Act used in connection with the resale of such shares, the "Resale Registration Documents"; (b) cause the Resale Registration Statement to be declared effective by the Commission as soon as practicable after the filing thereof, and in any event no later than thirty (30) days after the Closing Date; (c) obtain such comfort letters from the Company's independent certified public accountants addressed to the Investors covering such matters of the type customarily covered by comfort letters and as ADAH and Dolce reasonably request; and (d) cause a customary opinion or opinions and negative assurance statement, in customary form and scope from counsel to the Company to be furnished to each Investor; (v) an amended and restated certificate of incorporation and amended by-laws of the Company, in each case, that is consistent with this Agreement, the PSA and the Preferred Term Sheet and reasonably satisfactory to each of ADAH and Dolce to the extent that the material terms of such certificate of incorporation and by-laws would have a material impact on the Investors' proposed investment in the Company; provided, that the amended and restated certificate of incorporation of the Company to be effective immediately following the Effective Date shall prohibit; (A) for so long as ADAH or Dolce, as the case may be, owns any shares of Series A Preferred Stock, any transactions between the Company or any of its Subsidiaries, on the one hand, and ADAH or Dolce or their respective Affiliates, as the case may be, on the other hand (including any "going private transaction" sponsored by ADAH or Dolce) unless such transaction shall have been approved by (x) directors constituting not less than 75% of the number of Common Directors and (y) in the case of any transaction with ADAH or its Affiliates, Dolce, and in the case of any transaction with Dolce or its Affiliates, ADAH, and (B) any transaction between the Company or any of its Subsidiaries, on the one hand, and a director, on the other hand, other than a director appointed by holders of Series A Preferred Stock, unless such transaction shall have been approved by directors having no material interest in such transaction (a "Disinterested Director") constituting not less than 75% of the number of Disinterested Directors; provided, that nothing in this provision shall require any approval of any arrangements in effect as of December 18, 2006 with either General Motors Acceptance Corporation ("GMAC") or General Motors ("GM") as a result of the ownership by Dolce and its Affiliates of securities of GMAC or Dolce's and its Affiliates' other arrangements in effect as of December 18, 2006 with GM with respect to GMAC (such amended and restated certificate of incorporation and amended bylaws are herein referred to as the "Amended and Restated Constituent Documents"); and (vi) the Series A-1 Certificate of Designations, the Series A-2 Certificate of Designations and the Series B Certificate of Designations, in each case, that is consistent with the terms set forth in the Preferred Term Sheet and that, to the extent they have a material impact on the Investors' proposed investment in the Company, are reasonably satisfactory to each of ADAH and Dolce; provided, that prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce shall be each in its sole discretion. Subject to applicable laws and regulations relating to the exchange of information, the Investors and the

Company shall have the right to review in advance, and to the extent practicable each will consult with the other on all of the information relating to Investors or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any governmental entity in connection with the transactions contemplated by this Agreement or the Plan. In exercising the foregoing rights, each of the Company and the Investors shall act reasonably and as promptly as practicable.

9. Conditions to the Obligations of the Parties.

- (a) Subject to Section 9(b), the obligations of each of the Investors hereunder to consummate the transactions contemplated hereby shall be subject to the satisfaction prior to the Closing Date of each of the following conditions:
  - (i) Initial Approval Order. The Initial Approval Order shall have become a Final Approval Order. "Final Approval Order" shall mean an Initial Approval Order of the Bankruptcy Court, which has not been reversed, stayed, modified or amended, and as to which (a) the time to appeal, seek certiorari or request reargument or further review or rehearing has expired and no appeal, petition for certiorari or request for reargument or further review or rehearing has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari or request for reargument or further review or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought or to which the request was made and no further appeal or petition for certiorari or request for reargument or further review or rehearing has been or can be taken or granted.
  - (ii) Approval of Plan. To the extent that the material terms of the following have a material impact on the Investors' proposed investment in the Company, each of ADAH and Dolce shall be reasonably satisfied with, prior to filing with the Bankruptcy Court: (i) the Plan and any related documents, agreements or arrangements, (A) the terms of which are consistent in all material respects with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement, (B) that provide for the release and exculpation of each Investor, its Affiliates, shareholders, partners, directors, officers, employees and advisors from any liability for participation in the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan to the fullest extent permitted under applicable law and (C) that have conditions to confirmation and the Effective Date of the Plan (and to what extent any such conditions can be waived and by whom) that are consistent with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement; (ii) a Disclosure Statement that is consistent in all material respects with the Plan, this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement; (iii) a Confirmation Order, that is consistent in all material respects with the provisions of the Plan, this Agreement, the Preferred Term Sheet, the

PSA and the GM Settlement; and (iv) any amendments or supplements to any of the foregoing. Notwithstanding the foregoing, prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce of the documents referred to in subsections (i), (ii), (iii) and (iv) shall be each in its sole discretion.

- (iii) Plan of Reorganization. The Company shall have complied in all material respects with the terms and conditions of the Plan that are to be performed by the Company prior to the Closing Date.
- (iv) GM Settlement. Each of ADAH and Dolce shall have approved in its sole discretion the GM Settlement prior to its filing with the Bankruptcy Court. The GM Settlement shall remain in full force and effect and shall not have been rescinded, terminated, challenged or repudiated by any party thereto and shall not have been amended in any manner that is not acceptable to each of ADAH and Dolce in its sole discretion. The parties to the GM Settlement shall have performed and complied with all of their respective covenants and agreements contained in the GM Settlement in all material respects through the Closing Date.
- (v) Alternate Transaction. The Company shall not have entered into any letter of intent, memorandum of understanding, agreement in principle or other agreement (other than a confidentiality agreement with terms that are not materially less favorable to the Company than the terms of that certain Amended Confidentiality Information, Standstill and Nondisclosure Agreement, dated August 25, 2006, among the Company, Appaloosa Management L.P. and Harbinger Capital Partners Master Fund I, Ltd.) or taken any action to seek any Bankruptcy Court approval relating to, any Alternate Transaction (an "Alternate Transaction Agreement"). For the purpose of this Agreement, an "Alternate Transaction" means any plan, proposal, offer or transaction that is inconsistent with this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement or the Plan, other than a Chapter 7 liquidation.
- (vi) Change of Recommendation. There shall not have been a Change of Recommendation. For purposes of this Agreement, a "Change of Recommendation" shall mean, (i) the Company or its board of directors or any committee thereof, or GM shall have withheld, withdrawn, qualified or modified (or resolved or proposed to withhold, withdraw, qualify or modify), in a manner adverse to the Investors, its approval or recommendation of this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement or the Plan or the transactions contemplated hereby or thereby or (ii) the Company or its board of directors or any committee thereof or GM shall have approved or recommended, or proposed to approve or recommend (including by filing any pleading or document with the Bankruptcy Court), any Alternate Transaction.

- (vii) Confirmation Order. The Confirmation Order approving the Plan in form and substance approved by each of ADAH and Dolce in accordance with Section 9(a)(ii) above, shall have been entered by the Bankruptcy Court and such order shall be non-appealable, shall not have been appealed within ten calendar days of entry or, if such order is appealed, shall not have been stayed pending appeal, and there shall not have been entered by any court of competent jurisdiction any reversal, modification or vacation, in whole or in part, of such order (the "Confirmation Order").
- (viii) Plan and Confirmation Order. To the extent that the material terms of the following have a material impact on the Investors' proposed investment in the Company, (a) the Plan confirmed by the Bankruptcy Court in the Confirmation Order (the "Confirmed Plan") and the Confirmation Order shall be in the form and with such terms as are reasonably satisfactory to each of ADAH and Dolce in accordance with Section 9(a)(ii) above and (b) the Disclosure Statement approved by the Bankruptcy Court shall be in form and substance reasonably satisfactory to each of ADAH and Dolce in accordance with Section 9(a)(ii) above. Notwithstanding the foregoing, prior to the Due Diligence Expiration Date, the standard for the approval by each of ADAH and Dolce of the Confirmed Plan, the Confirmation Order and the Disclosure Statement shall be each in its sole discretion.
- (ix) Conditions to Effective Date. The conditions to the occurrence of the Effective Date of the Confirmed Plan shall have been satisfied or waived by the Company and each of ADAH and Dolce in accordance with the Plan.
- (x) Rights Offering Registration Statement. The Rights Offering Registration Statement shall be effective not later than the Distribution Date and shall continue to be effective and no stop order shall have been entered by the Commission with respect thereto.
- (xi) Rights Offering. The Rights Offering shall have been conducted in all material respects in accordance with this Agreement and the Disclosure Statement and the Expiration Time shall have occurred.
- (xii) Purchase Notice. Each of the Investors shall have received a Purchase Notice from the Company, dated as of the Determination Date, certifying as to the number of Unsubscribed Shares to be purchased or a Satisfaction Notice.
- (xiii) Antitrust Approvals. All terminations or expirations of waiting periods imposed by any governmental or regulatory authority necessary for the consummation of the transactions contemplated by this Agreement, including under the HSR Act and any comparable regulations in any foreign jurisdiction, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained

from any competition or antitrust authority shall have been made or obtained for the transactions contemplated by this Agreement.

- (xiv) Consents. All other governmental and third party notifications, filings, consents, waivers and approvals required for the consummation of the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan shall have been made or received.
- (xv) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority, and no judgment, injunction, decree or order of any federal, state or foreign court shall have been issued, that prohibits the implementation of the Plan or the Rights Offering or the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement.
- (xvi) Representations and Warranties. The representations and warranties of Company contained in this Agreement shall be true and correct (disregarding all qualifications and exceptions contained therein relating to materiality, Material Adverse Effect or similar qualifications, other than such qualifications contained in Sections 3(i) and 3(j)) as of the Disclosure Letter Delivery Date and as of the Closing Date with the same effect as if made on and as of the Disclosure Letter Delivery Date and the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct only as of the specified date), except where the failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect, other than with respect to the representations in Sections 3(b), 3(c), 3(d), 3(e), and 3(m)(ii) and 3(oo), which shall be true and correct in all respects. The representations and warranties of each Investor (other than the Investor asserting the failure of this condition) contained in this Agreement and in any other document delivered pursuant to this Agreement shall be true and correct (disregarding all qualifications and exceptions contained therein relating to materiality or material adverse effect on the Investor's performance of its obligations or similar qualifications) as of the Disclosure Letter Delivery Date and as of the Closing Date with the same effect as if made on the Disclosure Letter Delivery Date and the Closing Date (except for the representations and warranties made as of a specified date which shall be true and correct only as of such specified date); except where the failure to be so true and correct, individually or in the aggregate, has not and would not reasonably be expected, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.
- (xvii) Covenants. The Company and each Investor (other than the Investor asserting the failure of this condition) shall have performed and complied with all of its covenants and agreements contained in this Agreement and

in any other document delivered pursuant to this Agreement (including in any Transaction Agreement) in all material respects through the Closing Date.

- (xviii) EBITDA. Each of ADAH and Dolce shall be reasonably satisfied that the Company will achieve EBITDA at least equal to the 2008 EBITDA Amount in 2008 and \$2.4 billion in each of 2009 and 2010 (exclusive of the Restructuring Charges to the extent the same had been deducted to determine EBITDA) (the "EBITDA Target").
- (xix) Financing. The Company shall have received the proceeds of the Debt Financings and the Rights Offering that, together with the proceeds of the sale of the Investor Shares, are sufficient to fund fully the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement (to the extent the Company is to fund such transactions) and the Plan.
- (xx) Labor Agreements. Each of ADAH and Dolce shall have been presented with and approved, in its sole discretion, on or before the Specified Date, tentative labor agreements between the Company and its applicable Subsidiaries, on the one hand, and each of the UAW, the IUE-CWA and the USW, on the other hand. Such tentative labor agreements as so approved shall remain in full force and effect and shall not have been rescinded, terminated, challenged or repudiated by any party thereto and shall not have been amended in any manner that is not acceptable to each of ADAH and Dolce in its sole discretion. The parties to the tentative labor agreements shall have performed and complied with all of their respective covenants and agreements contained in such tentative labor agreements approved by each of ADAH and Dolce in all material respects through the Closing Date.
- (xxi) Management Compensation. The Company shall have (i) entered into employment agreements and other compensation arrangements with senior management of the Company relating to compensation, benefits, supplemental retirement benefits, stock options and restricted stock awards, severance and change in control provisions and other benefits on market terms (as determined by the Company's board of directors based on the advice of Watson-Wyatt and reasonably acceptable to ADAH and Dolce); and (ii) resolved any claims of former executive officers, or executive officer's that have resigned or been terminated, on terms acceptable to each of ADAH and Dolce or otherwise ordered by the Bankruptcy Court.
- (xxii) Shareholders Agreement. The Company shall have entered into the Shareholders Agreement with ADAH and Dolce in accordance with Section 8(c)(iii);

- (xxiii) Registration Rights Agreement. The Company shall have entered into the Registration Rights Agreement with the Investors in accordance with Section 8(c)(iv), reasonably satisfactory to each of ADAH and Dolce to the extent that the material terms of such Registration Rights Agreement would have a material impact on the Investors' proposed investment in the Company; provided, that prior to the Due Diligence Expiration Date, such Registration Rights Agreement shall be satisfactory to each of ADAH and Dolce in its sole discretion.
- (xxiv) Amended and Restated Constituent Documents. The Company shall have adopted the Amended and Restated Constituent Documents, the Series A-1 Certificate of Designations, the Series A-2 Certificate of Designations and the Series B Certificate of Designations consistent with this Agreement, the PSA and the Term Sheet and otherwise reasonably satisfactory to each of ADAH and Dolce to the extent that the material terms of such documents would have a material impact on the Investors' proposed investment in the Company; provided, that prior to the Due Diligence Expiration Date, such documents shall be satisfactory to each of ADAH and Dolce in its sole discretion.
- (b) All or any of the conditions set forth in Section 9(a) may be waived in whole or in part with respect to all Investors by both ADAH and Dolce, acting together, in their sole discretion.
- (c) The obligation of the Company to issue and sell the Investor Shares are subject to the following conditions, provided that the failure of a condition set forth in Sections 9(c)(vii) through (x) to be satisfied may not be asserted by the Company if such failure results from the failure of the Company to fulfill an obligation hereunder:
  - (i) Initial Approval Order. The Initial Approval Order shall have become a Final Approval Order.
  - (ii) Antitrust Approvals. All terminations or expirations of waiting periods imposed by any governmental or regulatory authority necessary for the consummation of the transactions contemplated by this Agreement, including under the HSR Act and any comparable regulations in any foreign jurisdiction, shall have occurred and all other notifications, consents, authorizations and approvals required to be made or obtained from any competition or antitrust authority shall have been made or obtained for the transactions contemplated by this Agreement.
  - (iii) No Legal Impediment to Issuance. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority, and no judgment, injunction, decree or order of any federal, state or foreign court shall have been issued, that prohibits the implementation of the Plan

or the Rights Offering or the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the GM Settlement.

- (iv) Representations and Warranties. The representations and warranties of each Investor, each Related Purchaser and each Ultimate Purchaser contained in this Agreement or pursuant to Sections 2(a), 2(b) or 2(k) shall be true and correct (disregarding all qualifications and exceptions contained therein relating to materiality or material adverse effect on the Investor's performance of its obligations or similar qualifications) as of the Disclosure Letter Delivery Date and as of the Closing Date with the same effect as if made on the Disclosure Letter Delivery Date and the Closing Date (except for the representations and warranties made as of a specified date, which shall be true and correct only as such specified date), except with respect to the Investors' representations in all Sections other than Sections 4(b) and 4(c) where the failure to be so true and correct, individually or in the aggregate, has not and would not reasonably be expected, to prohibit, materially delay or materially and adversely impact the Investor's performance of its obligations under this Agreement.
- (v) Covenants. Each Investor shall have performed and complied with all of its covenants and agreements contained in this Agreement and in any other document delivered pursuant to this Agreement (including in any Transaction Agreement) in all material respects through the Closing Date.
- (vi) Bankruptcy Court Approval. This Agreement shall have been approved by the Bankruptcy Court and the approval of the Bankruptcy Court shall not have been modified, amended or withdrawn in any manner adverse to the Company.
- (vii) Confirmation Order. The Confirmation Order approving the Plan shall have been entered by the Bankruptcy Court and such order shall be non-appealable, shall not have been appealed within ten calendar days of entry or, if such order is appealed, shall not have been stayed pending appeal, and there shall not have been entered by any court of competent jurisdiction any reversal, modification or vacation, in whole or in part, of such order.
- (viii) Conditions to Effective Date. The conditions to the occurrence of the Effective Date of the Confirmed Plan shall have been satisfied or waived by the Company and each of ADAH and Dolce in accordance with the Plan.
- (ix) Rights Offering. The Rights Offering shall have been conducted in all material respects in accordance with this Agreement and the Disclosure Statement and the Expiration Time shall have occurred.

- (x) Financing. The Company shall have received the proceeds of the Debt Financings and the Rights Offering that, together with the proceeds of the sale of the Investor Shares, are sufficient to fund fully the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA, the GM Settlement (to the extent the Company is to fund such transactions) and the Plan.
- (d) All of the conditions set forth in Section 9(c) may be waived in whole or in part by the Company in its sole discretion.

10. Indemnification and Contribution.

- (a) Whether or not the Rights Offering is consummated or this Agreement is terminated or the transactions contemplated hereby or the Plan are consummated, the Company (in such capacity, the “Indemnifying Party”) shall indemnify and hold harmless each Investor and the Ultimate Purchasers, their respective Affiliates and their respective officers, directors, employees, agents and controlling persons (each, an “Indemnified Person”) from and against any and all losses, claims, damages, liabilities and reasonable expenses, joint or several, arising out of circumstances existing on or prior to the Closing Date (“Losses”) to which any such Indemnified Person may become subject arising out of or in connection with any claim, challenge, litigation, investigation or proceeding (“Proceedings”) instituted by a third party with respect to the Rights Offering, this Agreement or the other Transaction Documents, the Rights Offering Registration Statement, any Preliminary Rights Offering Prospectus, the Rights Offering Prospectus, any Issuer Free Writing Prospectus, the Investment Decision Package, the Resale Registration Documents, any amendment or supplement thereto or the transactions contemplated by any of the foregoing and shall reimburse such Indemnified Persons for any reasonable legal or other reasonable out-of-pocket expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing; provided that the foregoing indemnification will not apply to Losses (i) arising out of or in connection with any Proceedings between or among any one or more Indemnified Persons, Related Purchasers and/or Ultimate Purchasers, any Additional Investor Agreement or the failure of such Indemnified Person to comply with the covenants and agreements contained in this Agreement with respect to the sale or placement of Investor Shares; or (ii) to the extent that they resulted from (a) any breach by such Indemnified Person of this Agreement, (b) gross negligence, bad faith or willful misconduct on the part of such Indemnified Person or (c) statements or omissions in the Rights Offering Registration Statement, any Preliminary Rights Offering Prospectus, the Rights Offering Prospectus, any Issuer Free Writing Prospectus, the Resale Registration Documents or any amendment or supplement thereto made in reliance upon or in conformity with information relating to such Indemnified Person furnished to the Company in writing by or on behalf of such Indemnified Person expressly for use in the Rights Offering Registration Statement, any Rights Offering Preliminary Prospectus, the Rights Offering Prospectus, any Issuer Free Writing Prospectus, the Resale Registration Documents or any amendment or supplement thereto. If

for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold it harmless, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Person as a result of such Losses in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party on the one hand and such Indemnified Person on the other hand but also the relative fault of the Indemnifying Party on the one hand and such Indemnified Person on the other hand as well as any relevant equitable considerations. It is hereby agreed that the relative benefits to the Indemnifying Party on the one hand and all Indemnified Persons on the other hand shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Company pursuant to the sale of the Shares and the Investor Shares contemplated by this Agreement bears to (ii) the Commitment Fees paid or proposed to be paid to the Investors. The indemnity, reimbursement and contribution obligations of the Indemnifying Party under this Section 10 shall be in addition to any liability that the Indemnifying Party may otherwise have to an Indemnified Person and shall bind and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnifying Party and any Indemnified Person.

- (b) Promptly after receipt by an Indemnified Person of notice of the commencement of any Proceedings with respect to which the Indemnified Person may be entitled to indemnification hereunder, such Indemnified Person will, if a claim is to be made hereunder against the Indemnifying Party in respect thereof, notify the Indemnifying Party in writing of the commencement thereof; provided that (i) the omission so to notify the Indemnifying Party will not relieve the Indemnifying Party from any liability that it may have hereunder except to the extent it has been materially prejudiced by such failure and (ii) the omission so to notify the Indemnifying Party will not relieve it from any liability that it may have to an Indemnified Person otherwise than on account of this Section 10. In case any such Proceedings are brought against any Indemnified Person and it notifies the Indemnifying Party of the commencement thereof, the Indemnifying Party will be entitled to participate therein, and, to the extent that it may elect by written notice delivered to such Indemnified Person, to assume the defense thereof, with counsel reasonably satisfactory to such Indemnified Person; provided that if the defendants in any such Proceedings include both such Indemnified Person and the Indemnifying Party and such Indemnified Person shall have concluded that there may be legal defenses available to it that are different from or additional to those available to the Indemnifying Party, such Indemnified Person shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such Proceedings on behalf of such Indemnified Person. Upon receipt of notice from the Indemnifying Party to such Indemnified Person of its election so to assume the defense of such Proceedings and approval by such Indemnified Person of counsel, the Indemnifying Party shall not be liable to such Indemnified Person for expenses incurred by such Indemnified Person in connection with the defense thereof (other than reasonable costs of investigation) unless (i) such Indemnified Person shall have employed separate counsel in connection with the assertion of legal defenses in accordance with the proviso to

the next preceding sentence (it being understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel in any jurisdiction, approved by the Investors, representing the Indemnified Persons who are parties to such Proceedings), (ii) the Indemnifying Party shall not have employed counsel reasonably satisfactory to such Indemnified Person to represent such Indemnified Person within a reasonable time after notice of commencement of the Proceedings or (iii) the Indemnifying Party shall have authorized in writing the employment of counsel for such Indemnified Person.

- (c) The Indemnifying Party shall not be liable for any settlement of any Proceedings effected without its written consent (which consent shall not be unreasonably withheld). If any settlement of any Proceeding is consummated with the written consent of the Indemnifying Party or if there is a final judgment for the plaintiff in any such Proceedings, the Indemnifying Party agrees to indemnify and hold harmless each Indemnified Person from and against any and all Losses by reason of such settlement or judgment in accordance with, and subject to the limitations of, the provisions of this Section 10. Notwithstanding anything in this Section 10 to the contrary, if at any time an Indemnified Person shall have requested the Indemnifying Party to reimburse such Indemnified Person for legal or other expenses aggregating in excess of \$250,000 in connection with investigating, responding to or defending any Proceedings in connection with which it is entitled to indemnification or contribution pursuant to this Section 10, the Indemnifying Party shall be liable for any settlement of any Proceedings effected without its written consent if (i) such settlement is entered into more than (x) 60 days after receipt by the Indemnifying Party of such request for reimbursement and (y) 30 days after receipt by the Indemnified Party of the material terms of such settlement and (ii) the Indemnifying Party shall not have reimbursed such Indemnified Person in accordance with such request prior to the date of such settlement. The Indemnifying Party shall not, without the prior written consent of an Indemnified Person (which consent shall not be unreasonably withheld), effect any settlement of any pending or threatened Proceedings in respect of which indemnity has been sought hereunder by such Indemnified Person unless (i) such settlement includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such Proceedings and (ii) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.
- (d) All amounts paid by the Company to an Indemnified Person under this Section 10 shall, to the extent the transactions contemplated hereby or the Plan are consummated and to the extent permitted by applicable law, be treated as adjustments to Purchase Price for all Tax purposes.

11. Survival of Representations and Warranties, Etc.

- (a) The representations and warranties made in this Agreement shall not survive the Closing Date. Other than Sections 2(b), 2(c), 2(e), 2(h), 2(i), 2(j), 2(k), 5(e), 5(f),

5(j), 5(k), 5(l), 5(m), 10, 11, 13, 14, 15, 16, 18 and 20, which shall survive the Closing Date in accordance with their terms (except Section 5(l) which shall survive for 90 days following the Closing Date), the covenants contained in this Agreement shall not survive the Closing Date.

- (b) Other than with respect to Sections 2(h), 2(i) and 2(j) and Sections 10 through 18, which shall continue and survive any termination of this Agreement, (i) none of the Investors may assert any claim against the Company (both as Debtors-in-possession or the reorganized Debtors), and the Company (both as Debtors-in-possession or the reorganized Debtors), may not assert any claim against any Investor, in either case, arising from this Agreement other than for willful breach, and (ii) the Investors hereby release the Company (both as Debtors-in-possession and the reorganized Debtors) from any such claims, and the Company (both as Debtors-in-possession or the reorganized Debtors) hereby releases the Investors from any such claims. Notwithstanding the foregoing (w) the aggregate liability of all of the Investors under this Agreement for any reason (under any legal theory) including for any willful breach occurring on or prior to the Disclosure Statement Approval Date shall not exceed \$100 million, (x) the aggregate liability of all of the Investors under this Agreement for any reason (under any legal theory) including for any willful breach occurring after the Disclosure Statement Approval Date shall not exceed \$250 million, (y) the aggregate liability of all of the Debtors under this Agreement for any reason (under any legal theory) including for any willful breach occurring on or prior to the Disclosure Statement Approval Date shall not exceed \$100 million, and (z) the aggregate liability of all of the Debtors under this Agreement for any reason (under any legal theory) including for any willful breach occurring after the Disclosure Statement Approval Date shall not exceed \$250 million. The Investors and the Company acknowledge that such liability under subclauses (w) and (x) shall be on a several and not joint basis with respect to any willful breach occurring on or prior to the Due Diligence Expiration Date. The Investors and the Company acknowledge and agree that such liability under subclauses (w) and (x) shall be on a joint and several basis with respect to any willful breach occurring after the Due Diligence Expiration Date; provided, that the aggregate liability of Harbinger shall not exceed \$38,442,731, the aggregate liability of Merrill shall not exceed \$32,038,546 and the aggregate liability of UBS shall not exceed \$25,743,392. Subject to the terms, conditions and limitation set forth in this Section 11(b), (i) the joint and several obligations referred to in the immediately preceding sentence mean that each Investor (an "Assuming Investor") assumes liability on a joint and several basis for any willful breach of this Agreement by any other Investor (a "Breaching Investor"), whether or not the Assuming Investor has breached this Agreement or is in any way responsible for such willful breach by the Breaching Investor and (ii) the Assuming Investors' obligations shall be a commitment to assure payment, not collection. Under no circumstances shall any Investor be liable to the Company (as Debtors-in-possession or reorganized Debtors) for any punitive damages under this Agreement or any Equity Commitment Letter. Under no circumstances shall the Company (both as Debtors-in-possession and

reorganized Debtors) be liable to any Investor for any punitive damages under this Agreement.

12. Termination.

This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date:

- (a) by mutual written consent of the Company and both of ADAH and Dolce;
- (b) by any Investor if any of the Chapter 11 Cases shall have been dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or an interim or permanent trustee shall be appointed in any of the Chapter 11 Cases, or a responsible officer or an examiner with powers beyond the duty to investigate and report (as set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) shall be appointed in any of the Chapter 11 Cases;
- (c) by any party to this Agreement if (i) any statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority or any judgment, injunction, decree or order of any federal, state or foreign court shall have become final and non-appealable, that prohibits the implementation of the Plan or the Rights Offering or the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA or the GM Settlement or (ii) the PSA shall have been terminated in accordance with its terms; provided, that the right to terminate this Agreement under this Section 12(c)(ii) shall not be available to any party whose breach of the PSA is the cause of the termination of the PSA;
- (d) by ADAH or Dolce upon written notice to the Company and each other Investor:
  - (i) if the Initial Approval Order has not become a Final Approval Order on or prior to the earlier of (A) the tenth (10th) day after the Bankruptcy Court enters the Initial Approval Order, or, if such day is not a Business Day, the next Business Day and (B) January 22, 2007; provided, that notice of termination pursuant to this Section 12(d)(i) must be given on or prior to February 28, 2007;
  - (ii) prior to the later of (A) January 31, 2007 and (B) the date that is twenty (20) calendar days after the date on which the Company has delivered to each Investor both the Business Plan reflecting the GM Settlement and the Disclosure Letter (such date, the "Due Diligence Expiration Date"), if any Investor is not satisfied in its sole discretion with (x) the results of its due diligence investigation of the Company and its Subsidiaries, the Disclosure Letter and the Business Plan (the "Due Diligence Investigation") or (y) the terms of the Shareholders Agreement, Registration Rights Agreement, the Amended and Restated Constituent Documents, the Series A-1 Certificate of Designations, the Series A-2

Certificate of Designations, the Series B Certificate of Designations or any other Transaction Agreement;

- (iii) on or after the later of (x) June 30, 2007 (such date, being the “Closing Date Outside Date”), or (y) the first Business Day that is one-hundred eighty (180) days after the Due Diligence Expiration Date, provided that, in either case, the Closing Date has not occurred by such date;
- (iv) on or after the later of (x) May 1, 2007 (such date, being the “Disclosure Statement Outside Date”), or (y) the first Business Day that is one-hundred twenty (120) days after the Due Diligence Expiration Date, provided that, in either case, the Disclosure Statement has not been filed for approval with the Bankruptcy Court by such date;
- (v) if the Company or any Investor shall have breached any provision of this Agreement, which breach would cause the failure of any condition set forth in Section 9(a)(xvi) or (xvii) hereof to be satisfied, which failure cannot be or has not been cured on the earliest of (A) the tenth (10th) Business Day after the giving of written notice thereof to the Company or such Investor by any Investor and (B) the third (3rd) Business Day prior to the Closing Date Outside Date; provided, that the right to terminate this Agreement under this Section 12(d)(v) shall not be available to any Investor whose breach is the cause of the failure of the condition in Section 9(a)(xvi) or (xvii) to be satisfied;
- (vi) either of ADAH or Dolce shall have determined in its reasonable discretion that the Company will not achieve EBITDA for 2008 at least equal to the 2008 EBITDA Amount and EBITDA of at least \$2.4 billion in each of 2009 and 2010 (exclusive of the Restructuring Charges to the extent the same had been deducted to determine EBITDA);
- (vii) (A) there shall have been a Change of Recommendation or (B) the Company shall have entered into an Alternate Transaction Agreement; or
- (viii) if, subsequent to the Company, ADAH and Dolce having previously approved in writing the form of document referred to in Sections 9(a)(iv), (xx), (xxii), (xxiii) or (xxiv), the conditions set forth in Sections 9(a)(iv), (xx), (xxii), (xxiii) or (xxiv), shall become not satisfied as a result of an amendment or modification thereto.

provided, that notwithstanding anything in the foregoing to the contrary, any Investor other than ADAH and Dolce shall be entitled to terminate this Agreement as to itself (but not as to any other party) (A) in any of the circumstances described in Section 12(d)(i)-(viii) at any time prior to the Due Diligence Expiration Date, and (B) at any time on or after December 31, 2007 (each of (A) and (B) being a “Limited Termination”); provided, further, that if there is a Limited Termination, any deadline contained in Section 12(d)(i), (ii), (v)

and (vi) by which ADAH must exercise a termination right under Section 12 shall be extended by ten (10) Business Days so as to give it sufficient time to comply with its obligations under Section 2(b);

- (e) on or prior to the Due Diligence Expiration Date, by ADAH or Dolce by notice to the other parties if, on or prior to such date, (i) a target amount of EBITDA for fiscal year 2008 (but in any event not to exceed \$2.4 billion) has not been agreed to by each of ADAH and Dolce in its sole discretion and included in the Business Plan (the "2008 EBITDA Amount") or (ii) restructuring charges for 2009 and 2010 have not been agreed to by each of ADAH or Dolce in its sole discretion and included in the Business Plan (the "Restructuring Charges");
- (f) by the Company upon written notice to each Investor:
  - (i) subject to the establishment of Alternative Financing in accordance with Section 2(b), if any Investor shall have breached any provision of this Agreement, which breach would cause the failure of any condition set forth in Section 9(c)(iv) or (v) hereof to be satisfied, which failure cannot be or has not been cured on the earliest of (A) the tenth (10th) Business Day after the giving of written notice thereof to the Company or such Investor by any Investor and (B) the third (3rd) Business Day prior to the Closing Date Outside Date; or
  - (ii) if the Company enters into any Alternate Transaction Agreement; provided, that the Company may only terminate this Agreement under the circumstances set forth in this Section 12(f)(ii) if: (x) the Company's board of directors has determined in good faith, after having consulted with its outside legal counsel and its independent financial advisors, that such Alternate Transaction is a Superior Transaction and the failure to enter into such an Alternate Transaction Agreement would result in a breach of the applicable fiduciary duties of the board of directors, (y) before taking such action the Company has given the Investors at least ten (10) Business Days' (or, in the event of any Alternate Transaction that has been materially revised or modified, at least five (5) Business Days') prior written notice (the "Consideration Period") of the terms of such Alternate Transaction and of its intent to take such action, and, during the Consideration Period, the Company has, if requested by the Investors, engaged in good faith negotiations regarding any revisions to this Agreement, the Plan or any other agreement or document proposed by ADAH and Dolce and again has determined in good faith, after consultation with its outside legal counsel and its independent financial advisors, that such Alternate Transaction remains a Superior Transaction and (z) prior to or contemporaneously with such termination the Company shall pay to the Investors the Alternate Transaction Fee.

For the purposes of this Section 12(f), a "Superior Transaction" shall mean an Alternate Transaction, which the board of directors of the Company, after

consultation with its outside legal counsel and its independent financial advisors, determines in good faith to be more favorable to the bankruptcy estate of the Company than the transactions contemplated by this Agreement, the Preferred Term Sheet, the PSA and the Plan, taking into account, all legal, financial, regulatory and other aspects of such Alternate Transaction, the likelihood of consummating the Alternate Transaction, the likely consummation date of the Alternate Transaction and the identity of the parties or proposed parties to such Alternate Transaction and after taking into account any revisions to the terms of this Agreement, the Plan and/or any other agreement or document proposed during the Consideration Period.

- (g) by ADAH, Dolce or the Company by notice given to the other parties on or before February 28, 2007 (unless this date is extended by agreement of ADAH, Dolce and the Company (as it may be so extended, the "Specified Date")) if the Company and its Subsidiaries have not entered into on or prior to January 31, 2007, (x) tentative labor agreements between the Company and its applicable Subsidiaries, on the one hand, and each of the UAW, the IUE-CWA and the USW, on the other hand or (y) the GM Settlement, in each case, on terms and conditions presented by the Company and satisfactory to each of ADAH and Dolce in its sole discretion.
- (h) In addition to any other rights or remedies any Investor may have under this Agreement (for breach or otherwise) but subject to Section 11(b), the Company shall pay a fee of \$100,000,000 (the "Alternate Transaction Fee") to the Investors in such proportions as are set forth on Schedule 2 hereto, and, in any case, the Company shall pay to the Investors any Transaction Expenses and any other amounts certified by the Investors to be due and payable hereunder that have not been paid theretofore if this Agreement is terminated pursuant to one of the following:
  - (i) pursuant to (x) Section 12(d)(vii)(B) or (y) Section 12(f)(ii);
  - (ii) pursuant to Section 12(d)(vii)(A) and, within the twenty-four (24) month period following the date of such termination, an Alternate Transaction Agreement is entered into or an Alternate Transaction is consummated; or
  - (iii) pursuant to Section 12(d)(v) based on a willful breach by the Company and within the twenty-four (24) month period following the date of such termination, an Alternate Transaction Agreement is entered into or an Alternate Transaction is consummated.

Payment of the amounts due under this Section 12(h) will be made (i) no later than the close of business on the next Business Day following the date of such termination in the case of a payment pursuant to Section 12(h)(i)(x), (ii) prior to or contemporaneously with such termination by the Company in the case of a payment pursuant to Section 12(h)(i)(y) and (iii) prior to or contemporaneously with the entry into an Alternate Transaction Agreement or the consummation of

an Alternate Transaction in the case of a payment pursuant to Section 12(h)(ii) or (iii). Under no circumstances shall the Company be required to pay more than one Alternate Transaction Fee. The provision for the payment of the Alternate Transaction Fee is an integral part of the transactions contemplated by this Agreement and without this provision the Investors would not have entered into this Agreement and shall constitute an allowed administrative expense of the Company under Section 503(b)(1) and 507(a)(1) of the Bankruptcy Code.

- (i) Upon termination under this Section 12, all rights and obligations of the parties under this Agreement shall terminate without any liability of any party to any other party except that (x) nothing contained herein shall release any party hereto from liability for any willful breach and (y) the covenants and agreements made by the parties herein in Sections 2(h), 2(i) and 2(j), and Sections 10 through 18 will survive indefinitely in accordance with their terms.

- 13. Notices. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

- (a) If to:

Dolce Investments LLC  
c/o Cerberus Capital Management L.P.  
299 Park Avenue  
New York, New York 10171  
Facsimile: (212) 421-2958 / (212) 909-1409 / (212) 935-8749  
Attention: Scott Cohen / Dev Kapadia / Seth Gardner

with a copy to:

Milbank, Tweed, Hadley & McCloy LLP  
One Chase Manhattan Plaza  
New York, New York 10005-1413  
Facsimile: (212) 822-5899  
Attention: Thomas C. Janson

and

Milbank, Tweed, Hadley & McCloy LLP  
601 South Figueroa Street, 30th Floor  
Los Angeles, California 90017-5735  
Facsimile: (213) 892-4470  
Attention: Gregory A. Bray

(b) If to:

A-D Acquisition Holdings, LLC  
c/o Appaloosa Management L.P.  
26 Main Street,  
Chatham, New Jersey 07928  
Facsimile: (973) 701-7055  
Attention: Ronald Goldstein

with a copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard  
Suite 4900  
Miami, Florida 33131-2352  
Facsimile: (305) 358-5744/5766  
Attention: Thomas E. Lauria

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036-2787  
Facsimile: (212) 354-8113  
Attention: John M. Reiss  
Gregory Pryor

(c) If to:

Harbinger Del-Auto Investment Company, Ltd.  
c/o Harbinger Capital Partners Offshore Manager, LLC  
555 Madison Avenue, 16th Floor  
New York, NY 10022  
Attn: Philip A. Falcone

with a copy to:

Harbert Management Corp.  
One Riverchase Parkway South  
Birmingham, AL 35244  
Facsimile: (205) 987-5505  
Attention: General Counsel

with a copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard  
Suite 4900  
Miami, Florida 33131-2352  
Facsimile: (305) 358-5744/5766  
Attention: Thomas E. Lauria

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036-2787  
Facsimile: (212) 354-8113  
Attention: John M. Reiss  
Gregory Pryor

with a copy to:

Kaye Scholer LLP  
425 Park Avenue  
New York, NY 10022-3598  
Facsimile: (212) 836-8689  
Attention: Benjamin Mintz and Lynn Toby Fisher

(d) If to:

Merrill Lynch, Pierce, Fenner & Smith Incorporated.  
4 World Financial Center  
New York, New York 10080  
Facsimile: (212) 449-0769  
Attention: Robert Spork / Rick Morris

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Facsimile: (212) 757-3990  
Attention: Andrew N. Rosenberg

(e) If to:

UBS Securities LLC  
299 Park Avenue  
New York, New York 10171  
Facsimile: (212) 821-3008 / (212) 821-4042  
Attention: Steve Smith / Osamu Watanabe

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Facsimile: (212) 225-3999  
Attention: Leslie N. Silverman

(f) If to the Company, to:

Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098  
Attention: John Sheehan – Facsimile: (248) 813-2612  
David Sherbin / Sean Corcoran – Facsimile: (248) 813-2491

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10036  
Facsimile: (212) 735-2000/1  
Attention: Eric L. Cochran  
Marie L. Gibson

and

Skadden, Arps, Slate, Meagher & Flom LLP  
333 West Wacker Drive  
Chicago, IL 60606  
Facsimile: (312) 407-0411  
Attention: John Wm. Butler, Jr.  
George Panagakis

14. Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement will be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other parties, except to an Ultimate Purchaser or to a Related Purchaser pursuant to Sections 2(a), 2(b) and 2(k). Notwithstanding the previous sentence, subject to the provisions of

Sections 2(a), 2(b) and 2(k): (1) this Agreement, or the Investors' obligations hereunder, may be assigned, delegated or transferred, in whole or in part, by any Investor to any Affiliate of such Investor over which such Investor or any of its Affiliates exercise investment authority, including, without limitation, with respect to voting and dispositive rights; provided, that any such assignee assumes the obligations of such Investor hereunder and agrees in writing to be bound by the terms of this Agreement in the same manner as such Investor; and (2) ADAH may provide for a participation interest or other arrangement whereby the economic benefits of ownership of the Series A-2 Preferred Stock are shared with Merrill, Harbinger or their Affiliates, but ADAH shall not, pursuant to such arrangements, transfer any voting or investment power or control over the Series A-2 Preferred Stock. Notwithstanding the foregoing or any other provisions herein, except pursuant to an Additional Investor Agreement acceptable to the Company, ADAH and Dolce no such assignment will relieve an Investor of its obligations hereunder if such assignee fails to perform such obligations. Except as provided in Section 10 with respect to the Indemnified Persons, this Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any person other than the parties hereto any rights or remedies under this Agreement.

15. Prior Negotiations; Entire Agreement. This Agreement (including the agreements attached as exhibits to and the documents and instruments referred to in this Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, between the parties with respect to the subject matter of this Agreement, except that the parties hereto acknowledge that any confidentiality agreements heretofore executed among the parties will continue in full force and effect.
16. GOVERNING LAW; VENUE. THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. THE INVESTORS HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.
17. Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the parties and delivered to the other party (including via facsimile or other electronic transmission), it being understood that each party need not sign the same counterpart.

18. Waivers and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions of this Agreement may be waived, only by a written instrument signed by all the parties or, in the case of a waiver, by the party waiving compliance, and subject, to the extent required, to the approval of the Bankruptcy Court. No delay on the part of any party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement. The rights and remedies provided pursuant to this Agreement are cumulative and are not exclusive of any rights or remedies which any party otherwise may have at law or in equity.
19. Adjustment to Shares. If, in accordance with the terms of this Agreement, the Company effects a reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, or other similar transaction with respect to any shares of its capital stock, references to the numbers of such shares and the prices therefore shall be equitably adjusted to reflect such change and, as adjusted, shall, from and after the date of such event, be subject to further adjustment in accordance herewith.
20. Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
21. Publicity. The initial press release regarding this Agreement shall be a joint press release. Thereafter, the Company and Investors each shall consult with each other prior to issuing any press releases (and provide each other a reasonable opportunity to review and comment upon such release) or otherwise making public announcements with respect to the transactions contemplated by this Agreement and the Plan, and prior to making any filings with any third party or any governmental entity (including any national securities exchange or interdealer quotation service) with respect thereto, except as may be required by law or by the request of any governmental entity.
22. Knowledge; Sole Discretion. The phrase “knowledge of the Company” and similar phrases shall mean the actual knowledge of the Chief Restructuring Officer of the Company and such other officers as the Company, ADAH and Dolce shall reasonably agree. Whenever in this Agreement any party is permitted to take an action or make a decision in its “sole discretion,” the parties hereto acknowledge that such party is entitled to make such decision or take such action in such party’s sole and absolute and unfettered discretion and shall be entitled to make such decision or take such action without regard for the interests of any other party and for any reason or no reason whatsoever. Each party hereto acknowledges, and agrees to accept, all risks associated with the granting to the other parties of the ability to act in such unfettered manner.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

DELPHI CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

A-D ACQUISITION HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

HARBINGER DEL-AUTO INVESTMENT  
COMPANY, LTD.

By: \_\_\_\_\_  
Name:  
Title:

DOLCE INVESTMENTS LLC

By: Cerberus Capital Management L.P., its  
Managing Member

By: \_\_\_\_\_  
Name:  
Title:

MERRILL LYNCH, PIERCE, FENNER &  
SMITH INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

UBS SECURITIES LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1

<u>Defined Term</u>	<u>Section</u>
2008 EBITDA Amount.....	Section 12 (e)
ADAH.....	Recitals
Additional Investor Agreements.....	Section 2 (k)
Affiliate.....	Section 2 (a)
Agreement.....	Recitals
Alternative Financing.....	Section 2 (b)
Alternate Transaction.....	Section 9 (a)(v)
Alternate Transaction Agreement.....	Section 9 (a)(v)
Alternate Transaction Fee.....	Section 12 (h)
Amended and Restated Constituent Documents.....	Section 8 (c)
Assuming Investor.....	11(b)
Available Investor Shares.....	Section 2 (b)
Ballots.....	Section 1 (c)(ii)
Bankruptcy Code.....	Recitals
Bankruptcy Court.....	Recitals
Bankruptcy Rules.....	Section 3 (b)(i)
Breaching Investor.....	11(b)
Business Day.....	Section 1 (c)(iii)
Business Plan.....	Section 5 (s)
Capital Structure Date.....	Section 3 (d)
Change of Recommendation.....	Section 9 (a)(vi)
Chapter 11 Cases.....	Recitals
Closing Date.....	Section 2 (d)
Closing Date Outside Date.....	Section 12 (d)(iii)
Code.....	Section 3 (z)(ii)
Commission.....	Section 1 (c)(ii)
Commitment Fees.....	Section 2 (h)(ii)
Commitment Parties.....	Recitals
Company.....	Recitals
Company ERISA Affiliate.....	Section 3 (z)(ii)
Company Plans.....	Section 3 (z)(i)
Company SEC Documents.....	Section 3 (j)
Confirmation Hearing.....	Section 1 (c)(iii)
Confirmation Order.....	Section 9 (a)(vii)
Confirmed Plan.....	Section 9 (a)(viii)
Consideration Period.....	Section 12 (f)(ii)
Debt Financing.....	Section 5 (t)
Debtors.....	Recitals
Determination Date.....	Section 1 (c)(vi)
DGCL.....	Section 3 (oo)
DIP Order.....	Section 2(j)
Direct Subscription Shares.....	Section 2 (a)(i)
Disclosure Letter.....	Section 3

<u>Defined Term</u>	<u>Section</u>
Disclosure Letter Delivery Date .....	Section 3
Disclosure Statement .....	Section 5 (b)
Disclosure Statement Approval Date.....	Section 1 (c)(ii)
Disclosure Statement Outside Date .....	Section 12 (d)(iv)
Disinterested Director .....	Section 8 (c)
Distribution Date.....	Section 1 (c)(ii)
Dolce .....	Recitals
Due Diligence Expiration Date.....	Section 12 (d)(ii)
Due Diligence Investigation .....	Section 12 (d)(ii)
EBITDA Target .....	Section 9 (a)(xviii)
Effective Date .....	Section 1 (c)(iii)
Eligible Holder.....	Section 1 (a)
Environmental Laws .....	Section 3 (x)(i)
E&Y .....	Section 3 (q)
Equity Commitment Letter .....	Section 4 (o)
ERISA.....	Section 3 (z)(i)
Exchange Act.....	Section 3 (i)
Existing Shareholder Rights Plan .....	Section 3 (d)
Expiration Time .....	Section 1 (c)(iii)
Final Approval Order.....	Section 9 (a)(i)
GAAP.....	Section 3 (i)
GM .....	Section 8 (c)
GM Settlement.....	Section 5 (p)
GMAC.....	Section 8 (c)
Harbinger .....	Recitals
HSR Act.....	Section 3 (g)
IUE-CWA .....	Section 5 (u)
Indemnified Person .....	Section 10 (a)
Indemnifying Party .....	Section 10 (a)
Intellectual Property.....	Section 3 (s)
Initial Approval Motion .....	Recitals
Initial Approval Order.....	Recitals
Investment Decision Package .....	Section 3 (k)
Investor .....	Recitals
Investors.....	Recitals
Investor Default .....	Section 2 (b)
Investor Shares.....	Section 2 (a)
Issuer Free Writing Prospectus .....	Section 3 (k)
Limited Termination .....	Section 12 (d)
Losses.....	Section 10 (a)
Material Adverse Effect.....	Section 3 (a)
Maximum Number.....	Section 2(a)
Merrill .....	Recitals
Money Laundering Laws .....	Section 3 (ee)

<u>Defined Term</u>	<u>Section</u>
Monthly Financial Statements .....	Section 5 (r)
Multiemployer Plans .....	Section 3 (z)(ii)
New Common Stock .....	Section 1 (a)
OFAC .....	Section 3 (ff)
Option .....	Section 3 (d)
Options .....	Section 3 (d)
Plan .....	Section 1 (b)
Preferred Commitment Fee .....	Section 2 (h)(i)
Preferred Shares .....	Section 2 (a)
Preferred Term Sheet .....	Section 1 (b)
Preliminary Rights Offering Prospectus .....	Section 3 (k)
Proceedings .....	Section 10 (a)
PSA .....	Section 1 (b)
Purchase Notice .....	Section 1 (c)(vi)
Purchase Price .....	Section 1 (a)
Record Date .....	Section 1 (a)
Related Purchaser .....	Section 2 (a)
Registration Rights Agreement .....	Section 8 (c)
Resale Registration Documents .....	Section 8 (c)
Resale Registration Statement .....	Section 8 (c)
Restricted Period .....	Section 5 (j)
Restructuring Charges .....	Section 12 (e)
Right .....	Section 1 (a)
Rights Exercise Period .....	Section 1 (c)(iii)
Rights Offering .....	Section 1 (a)
Rights Offering Prospectus .....	Section 3 (k)
Rights Offering Registration Statement .....	Section 3 (k)
Satisfaction Notice .....	Section 1 (c)(vi)
Securities Act .....	Section 1 (c)(ii)
Securities Act Effective Date .....	Section 3 (k)
Series A-1 Certificate of Designations .....	Section 2 (a)(ii)
Series A-1 Preferred Stock .....	Section 2 (a)(ii)
Series A Preferred Stock .....	Section 2 (a)(ii)
Series A-2 Certificate of Designations .....	Section 2 (a)(iii)
Series A-2 Preferred Stock .....	Section 2 (a)(iii)
Series B Certificate of Designations .....	Section 2 (a)(i)
Series B Preferred Stock .....	Section 2 (a)(i)
Share .....	Section 1 (a)
Shareholders Agreement .....	Section 8 (c)
Significant Subsidiary .....	Section 3 (a)
Single-Employer Plan .....	Section 3 (z)(ii)
Specified Date .....	Section 12 (g)
Standby Commitment Fee .....	Section 2 (h)(ii)
Stock Plans .....	Section 3 (d)

<u>Defined Term</u>	<u>Section</u>
Subscription Agent.....	Section 1 (c)(iii)
Subsidiary .....	Section 3 (a)
Superior Transaction.....	Section 12 (f)
Takeover Statute .....	Section 3 (oo)
Taxes .....	Section 3 (y)
Tax Returns.....	Section 3 (y)(i)
Transaction Agreements .....	Section 3 (b)(i)
Transaction Expenses.....	Section 2 (j)
Transformation Plan.....	Section 3 (m)(vii)
UAW .....	Section 5 (u)
UBS .....	Recitals
Ultimate Purchasers .....	Section 2 (k)
Unsubscribed Shares.....	Section 2 (a)(iv)
USW .....	Section 5 (u)

SCHEDULE 2

	Direct Subscription Shares	Series A-1 Preferred Stock	Purchase Price	Series A-2 Preferred Stock	Purchase Price	Series B Preferred Stock	Purchase Price	Total Purchase Price
Dolce Investments LLC .....	3,150,000	8,571,429	\$ 110,250,000	-	\$ 300,000,000	8,571,429	\$ 300,000,000	\$ 710,250,000
A-D Acquisition Holdings, LLC .....	1,890,000	-	66,150,000	8,571,429	300,000,000	5,142,857	180,000,000	546,150,000
Harbinger Del-Auto Investment Company, Ltd. ....	472,500	-	16,537,500	-	-	1,285,714	45,000,000	61,537,500
Merrill Lynch, Pierce, Fenner & Smith Incorporated. ....	393,750	-	13,781,250	-	-	1,071,429	37,500,000	51,281,250
UBS Securities LLC .....	393,750	-	13,781,250	-	-	1,071,429	37,500,000	51,281,250
Total .....	6,300,000	8,571,429	\$ 220,500,000	8,571,429	\$ 300,000,000	17,142,858	\$ 600,000,000	\$1,420,500,000
Proportionate Share of Preferred Commitment Fee:								
Dolce Investments LLC .....	50%							
A-D Acquisition Holdings, LLC .....	40%							
Harbinger Del-Auto Investment Company, Ltd. ....	3.750%							
Merrill Lynch, Pierce, Fenner & Smith Incorporated. ....	3.125%							
UBS Securities LLC .....	3.125%							
Total .....	100%							
Proportionate Share of Standby Commitment Fee:								
Dolce Investments LLC .....	50%							
A-D Acquisition Holdings, LLC .....	30%							
Harbinger Del-Auto Investment Company, Ltd. ....	7.5%							
Merrill Lynch, Pierce, Fenner & Smith Incorporated. ....	6.25%							
UBS Securities LLC .....	6.25%							
Total .....	100%							
Proportionate Share of Alternate Transaction Fee:								
Dolce Investments LLC .....	50%							
A-D Acquisition Holdings, LLC .....	30%							
Harbinger Del-Auto Investment Company, Ltd. ....	7.5%							
Merrill Lynch, Pierce, Fenner & Smith Incorporated. ....	6.25%							
UBS Securities LLC .....	6.25%							
Total .....	100%							

EXHIBIT A

**SUMMARY OF TERMS OF  
PREFERRED STOCK**

*Set forth below is a summary of indicative terms for a potential investment in Delphi Corporation by (i) certain funds and accounts, to be designated, managed, directly or indirectly, by Cerberus Capital Management L.P. and its affiliates and (ii) entities or funds controlled by Appaloosa Management, Harbinger Capital Partners, Merrill Lynch & Co. and UBS Securities. The Investment is being made in connection with a Plan of Reorganization of Delphi Corporation under chapter 11 of the Bankruptcy Code. The terms set forth below are intended solely to provide a framework for the parties as they proceed with discussions of the proposed transaction and do not constitute any agreement with respect to the definitive terms for any transaction or any agreement to agree or any solicitation of acceptances or rejections of any plan of reorganization. While the parties expect to negotiate in good faith with respect to the terms for a transaction, either party shall be free to discontinue discussions and negotiations at any time for any reason or no reason. Neither party shall be bound by the terms hereof and only execution and delivery of definitive documentation relating to the transaction shall result in any binding or enforceable obligations of any party relating to the transaction.*

**Issuer:** Delphi Corporation (the “*Company*”), a corporation organized under the laws of Delaware and a successor to Delphi Corporation, as debtor in possession in the chapter 11 reorganization case (the “*Bankruptcy Case*”) pending in the United States Bankruptcy Court for the Southern District of New York.

**Investors:** Certain funds and accounts, to be designated, managed, directly or indirectly, by Cerberus Capital Management L.P. and its affiliates (collectively, “*Cerberus*”); entities or funds controlled by Appaloosa Management (“*Appaloosa*”), Harbinger Capital Partners (“*Harbinger*”), Merrill Lynch & Co. (“*Merrill*”) and UBS Securities (“*UBS*”, and, together with Harbinger and Merrill, “*HUM*”), with the economic interests in the Preferred Stock to be purchased by the Appaloosa Investors allocated as follows: (a) Appaloosa—60.0%; (b) Harbinger—15.0%; and (c) UBS and Merrill—12.5% each; provided, that Appaloosa shall be the exclusive purchaser and sole beneficial owner for all purposes hereunder of the Series A-2 Preferred Stock and shall hold and retain all control rights with respect thereto, including voting and disposition rights. HUM and Appaloosa are collectively referred to as the “*Appaloosa Investors*” and Cerberus and the Appaloosa Investors are collectively referred to as the “*Investors*.”

**Securities to be  
Issued:**

Series A-1 Senior Convertible Preferred Stock, par value \$0.01 per share  
(the "*Series A-1 Preferred Stock*")

Series A-2 Senior Convertible Preferred Stock, par value \$0.01 per share  
(the "*Series A-2 Preferred Stock*" and, together with the Series A-1  
Preferred Stock, the "*Series A Preferred Stock*")

Series B Senior Convertible Preferred Stock, par value \$0.01 per share  
(the "*Series B Preferred Stock*" and, together with the Series A Preferred  
Stock, the "*Preferred Stock*")

Except as set forth below under "Voting Rights" the Series A-1 Preferred  
Stock and the Series A-2 Preferred Stock are identical in all respects. In  
addition, the Series A Preferred Stock shall automatically convert into  
shares of Series B Preferred Stock, on a one for one basis, upon the  
happening of certain events as outlined below. The Series B Preferred  
Stock shall be identical in all respect to the Series A Preferred Stock except  
with respect to voting rights, as set forth below.

**Purchase of Preferred  
Stock:**

At the Effective Time (the "*Issue Date*") of the Plan of Reorganization (the  
"Plan") in the Bankruptcy Case, (i) Cerberus shall purchase all of the  
8,571,429 shares of Series A-1 Preferred Stock for an aggregate of \$300  
million; (ii) Appaloosa will purchase all of the 8,571,429 shares of Series  
A-2 Preferred Stock for an aggregate purchase price of \$300 million, (iii)  
Cerberus shall purchase 8,571,429 shares of Series B Preferred Stock,  
representing 50% of the shares of Series B Preferred Stock to be  
outstanding, for an aggregate of \$300 million and (iv) the Appaloosa  
Investors shall purchase, in the aggregate, 8,571,429 shares of Series B  
Preferred Stock, representing 50% of the shares of Series B Preferred  
Stock to be outstanding, for an aggregate of \$300 million. The Stated Value  
of the Preferred Stock shall be \$35.00 per share.

**Mandatory  
Conversion into  
Common Stock:**

The Company shall convert all, but not less than all, of the Preferred Stock  
on or after the seventh anniversary of the Issue Date at the Conversion  
Price in effect on such conversion date; provided, that no such conversion  
may be made unless the Closing Price for the Common Stock for at least  
35 trading days in the period of 45 consecutive trading days immediately  
preceding the date of the notice of conversion shall be in excess of 150%  
of the initial per share plan value. The Company may not effect the  
conversion unless the Company has at the conversion date an effective  
shelf registration covering resales of the shares of Common Stock received  
upon such conversion of the Preferred Stock. The holders of the Series A  
Preferred Stock will agree not to take any action to delay or prevent such  
registration statement from becoming effective.

**Liquidation Rights:**

In the event of any liquidation, dissolution or winding up of the business of the Company, whether voluntary or involuntary, each holder of Preferred Stock shall receive, in exchange for each share, out of legally available assets of the Company, a preferential amount in cash equal to (i) the Stated Value plus (ii) the aggregate amount of all accrued and unpaid dividends or distributions with respect to such share (such amount being referred to as the "*Liquidation Value*").

**Ranking**

The Series A Preferred Stock and the Series B Preferred Stock shall rank *pari passu* with respect to any distributions upon liquidation, dissolution or winding up of the Company. The Preferred Stock will rank senior to any other class or series of capital stock of the Company with respect to any distributions upon liquidation, dissolution or winding up of the Company.

**Conversion of Preferred Stock into Common Stock:**

Each share of Preferred Stock shall be convertible at any time, without any payment by the Holder thereof, into a number of shares of Common Stock equal to (i) the Liquidation Value divided by (ii) the Conversion Price. The Conversion Price shall initially be \$35.00, subject to adjustment from time to time pursuant to the anti-dilution provisions of the Preferred Stock (as so adjusted, the "*Conversion Price*"). The anti-dilution provisions will contain customary provisions with respect to stock splits, recombinations and stock dividends and customary weighted average anti-dilution provisions in the event of, among other things, the issuance of rights, options or convertible securities with an exercise or conversion or exchange price below the Conversion Price, the issuance of additional shares at a price less than the Conversion Price and other similar occurrences.

**Conversion of Series A Preferred Stock into Class B Preferred Stock:**

If at any time Cerberus and Appaloosa cease to beneficially own, in the aggregate, Series A Preferred Stock with a Liquidation Value of \$250 million or more, then all of the shares of Series A Preferred Stock shall automatically convert into shares of Series B Preferred Stock, on a one for one basis, without any action on the part of the holder thereof; provided, that no such conversion may occur unless at that time, the Company has in effect a registration statement covering resales of the Series B Preferred Stock and Common Stock issuable upon conversion of the Preferred Stock. The holders of the Series A Preferred Stock will agree not to take any action to delay or prevent such registration statement from becoming effective.

If any holder transfers shares of Series A Preferred Stock to any person other than an Affiliate of such holder (a "*Permitted Holder*") then all of the shares of Series A Preferred Stock so transferred shall automatically, upon such transfer, convert into shares of Series B Preferred Stock, on a one for one basis.

In addition, any holder of Series A Preferred Stock may convert all or any portion of its Series A Preferred Stock into shares of Series B Preferred Stock, on a one for one basis, at any time at its option.

Subject to compliance with applicable securities laws, shares of Series B Preferred Stock will be freely transferable.

**Dividends:**

The holder of each share of Preferred Stock shall be entitled to receive dividends and distributions on the Preferred Stock at an annual rate of 3.25% of the Liquidation Value thereof, payable quarterly in cash. Unpaid dividends shall accrue. In addition, if any dividends are declared on the Common Stock, the Preferred Stock shall be entitled to receive, in addition to the dividend on the Preferred Stock at the stated rate, the dividends that would have been payable on the number of shares of Common Stock that would have been issued on the Preferred Stock had it been converted immediately prior to the record date for such dividend.

**Preference with  
Respect to  
Dividends:**

Each holder of Preferred Stock shall, prior to the payment of any dividend or distribution in respect of the Common Stock or any other class of capital stock of the Company ranking junior to the Preferred Stock, be entitled to be paid in full the dividends and distributions payable in respect of the Preferred Stock.

**Restriction on  
Redemptions of  
Junior Stock:**

So long as shares of Preferred Stock having a Liquidation Value of \$250 million or more remain outstanding, the Company shall not, and shall not permit any of its subsidiaries to, purchase, redeem or otherwise acquire for value any shares of Common Stock or any shares of any other class of capital stock of the Company ranking junior to the Preferred Stock except customary provisions with respect to repurchase of employee equity upon termination of employment.

**Governance – Board  
of Directors**

So long as the Series A Preferred Stock is outstanding, the following provisions shall be effective:

The board of directors of the Company shall consist of twelve (12) directors, three (3) of whom shall initially be elected by the holders of the Series A-1 Preferred Stock, three (3) of whom shall initially be elected by the holders of the Series A-2 Preferred Stock, one (1) of whom shall be the Executive Chairman selected as described below under “Executive Chairman,” one (1) of whom shall be the CEO, and four (4) of whom shall be elected by the holders of the Common Stock and the Series B Preferred Stock, voting as a class (the “Common Directors”) (it being understood that the Series A Preferred Stock shall not vote with respect to the Common Directors and any holder of Series A Preferred Stock shall not vote its shares of Series B Preferred Stock in respect of the Common Directors). For the avoidance of doubt, the Executive Chairman and the CEO shall be elected to the board by the holders of the Common Stock and the Preferred Stock, voting as a class. The Executive Chairman of the Board shall initially be selected as described below under “Executive Chairman.” The initial CEO shall be Rodney O’Neal, who shall become the CEO and President not later than the effective date of the plan of reorganization. The four (4) Common Directors shall be selected by a search committee (the “*Selection Committee*”) consisting of a representative of each of Cerberus, Appaloosa, the Unsecured Creditors Committee, the Equity Committee and the Company<sup>1</sup>, which selection shall be made by unanimous vote of the Selection Committee with the Appaloosa and Cerberus representatives on the Selection Committee not entitled to vote on such selection. Thereafter, (i) the nominees for election of the Common Directors shall be selected by the Nominating and Corporate Governance Committee of the Board with the Appaloosa and Cerberus representatives on the Committee not entitled to vote on such selection and (ii) any successor Executive Chairman shall be selected as described below under “Executive Chairman.” At least one Common Director shall serve on each committee of the Board subject, in the case of the Audit Committee, to applicable qualification requirements.

The directors selected by the holders of the Series A Preferred Stock shall be reallocated between the holders of the Series A-1 Preferred Stock and the Series A-2 Preferred Stock as follows if any changes occur in the number of outstanding shares of Series A Preferred Stock: If either series of Series A Preferred Stock represents less than 33 1/3% and 16 2/3% or more of the outstanding shares of Series A Preferred Stock then the series with the fewer number of shares shall elect two (2) directors and the series with the larger number of shares shall elect four (4) directors; if either series of Series A Preferred Stock represents less than 16 2/3% and more than 0% of the Series A Preferred Stock, then the series with the fewer number of shares shall elect one (1) director and the series with the larger number of shares shall elect five (5) directors; and if any series of the Series A Preferred Stock shall cease to be outstanding, then the holders of the other series shall elect all six (6) directors to which the Series A Preferred Stock is entitled (unless both series shall cease to be outstanding).

---

<sup>1</sup> Company representative shall be John D. Opie, the current lead director of the Company.

**Executive Chairman**

So long as the Series A Preferred Stock is outstanding, the following provisions shall be effective:

The initial Executive Chairman shall be selected by the Selection Committee by a supermajority vote of four of the five members of the Selection Committee, including the affirmative vote of both the Appaloosa and Cerberus representatives. Any successor Executive Chairman shall be selected by the Nominating and Corporate Governance Committee with the affirmative approval of the holders of the Series A-1 Preferred Stock and the Series A-2 Preferred Stock.

The Executive Chairman shall be a full-time employee of the Company with his or her principal office in the Company's world headquarters in Troy, Michigan and shall devote substantially all of his or her business activity to the business affairs of the Company.

The Executive Chairman may be removed at any time by the affirmative vote of all of the holders of the Series A Preferred Stock.

The Executive Chairman shall cause the Company to and the Company shall be obligated to meaningfully consult with the representatives of the holders of the Series A Preferred Stock with respect to the annual budget and material modifications thereto prior to the time it is submitted to the Board for approval.

The employment agreements entered into by the Company with the Executive Chairman and the Chief Executive Officer shall provide that (i) upon any termination of employment, the Executive Chairman and/or the Chief Executive Officer shall resign as a director (and the employment agreements shall require delivery at the time such agreements are entered into of an executed irrevocable resignation that becomes effective upon such termination) and (ii) the right to receive any payments or other benefits upon termination of employment shall be conditioned upon such resignation. If for any reason the Executive Chairman or the Chief Executive Officer does not resign or the irrevocable resignation is determined to be ineffective, then the holders of the Series A Preferred Stock, acting together as a single class, may remove the Executive Chairman and/or Chief Executive Officer as a director.

**Governance – Voting Rights**

Except with respect to the election of directors, who shall be elected as specified above, the holders of the Preferred Stock shall vote, on an “as converted” basis, together with the holders of the Common Stock, on all matters submitted to shareholders.

Until the Liquidation Value of the Preferred Stock beneficially owned by Appaloosa and Cerberus together with all Common Stock directly owned by Appaloosa and Cerberus (valued for this purpose at the Plan Value of \$45.00 per share) is less than \$600 million, the following Governance – Voting Rights shall be in effect:

The holders of the Series A Preferred Stock shall have the right to select, and to cause the Company to terminate, the Chief Executive Officer, the Chief Operating Officer and the Chief Financial Officer of the Company. The majority of the members of the Company’s compensation committee shall initially be made up of directors designated by Cerberus and Appaloosa. Pursuant to a stockholder agreement or other arrangements, the Company shall agree to maintain that majority.

The Company shall not, and shall not permit its subsidiaries to, take any of the following actions (subject to customary exceptions as applicable) unless (i) the Company shall provide the holders of the Series A Preferred Stock with at least 20 business days advance notice and (ii) it shall not have received, prior to the 10<sup>th</sup> business day after the receipt of such notice by the holders of Series A Preferred Stock, written notice from all of the holders of the Series A Preferred Stock that they object to such action:

- any new debt or lease financing or guarantees in excess of \$100 million in any twelve-month period after the Issue Date;
- the grant of any new lien, mortgage or security interest in any assets having a value in excess of \$100 million in any twelve-month period after the issue Date;
- a sale, transfer or other disposition of all or substantially all of the assets of the Company and its subsidiaries, on a consolidated basis;
- any merger or consolidation involving a change of control of the Company;
- any acquisition of or investment in any other person or entity having a value in excess of \$100 million in any twelve-month period after the Issue Date;
- any action to liquidate the Company;
- any issuance of equity securities or rights to acquire equity securities at less than fair market value;

- other than pursuant to any conversion provisions set forth herein, any redemption, repurchase or other acquisition of shares of capital stock involving aggregate payments in excess of \$10 million in any twelve month period after the Issue Date;
- payment of any dividends in cash or other assets (other than additional shares of Common Stock); or
- any amendment of the charter or bylaws.

The approval rights set forth above shall be in addition to the other voting rights set forth above and any voting rights to which the holders of the shares of Series A Preferred Stock are entitled under Delaware law; provided, however, in a merger or consolidation involving a change of control of the Company, the Series A Preferred Stock will be converted into the greater of (i) the consideration with a value equal to the fair market value of the Series B Preferred Stock into which such Series A Shares are then convertible (or a preferred security of equivalent economic value) and (ii) the Liquidation Preference.

These limitations shall not apply to debt or lease financing or guarantees or lien, mortgage or security interests which constitute refinancings, replacements and extensions thereof that are (i) on prevailing market terms with respect to the economics thereof and (ii) on substantially the same terms (including with respect to the obligors, tenor, security and ranking) as the obligations being refinanced, replaced or extended with respect to other terms.

The Series B Preferred Stock shall be identical in all respects to Series A Preferred Stock except the Series B Preferred Stock shall have no voting rights other than (i) the right to vote, together with the Common Stock as one class on an "as converted basis" on all matters submitted to the Common Stock (subject to restrictions on voting by holders of Series A Preferred Stock for Common Directors as set forth above) and (ii) as required by law.

Appaloosa and Cerberus shall not receive compensation or remuneration of any kind in connection with their exercise or non-exercise of voting or other rights under the Series A Preferred Stock.

**Reservation of  
Unissued Stock:**

The Company shall maintain sufficient authorized but unissued securities of all classes issuable upon the conversion or exchange of shares of Preferred Stock and Common Stock.

**Transferability and  
Right of First Offer:**

Holders of Series A Preferred Stock may sell or otherwise transfer such stock as follows:

- to any Permitted Holder
- to any other person subject to the right of first offer provided below; provided, however, that upon any such transfer, the shares of Preferred Stock so transferred shall automatically convert into shares of Series B Preferred Stock.

If any transfer or conversion of Series A Preferred Stock would result in the holders of the Series A Preferred Stock owning insufficient shares of Series A Preferred Stock to avoid the mandatory conversion of the Series A Preferred Stock, then the other holders of Series A Preferred Stock shall have the right to purchase the shares of Series A Preferred Stock proposed to be transferred or converted at a purchase price equal to the Current Market Value. The selling holder shall give the other holders at least 15 days' notice of a proposed transfer or conversion to which these rights apply. Upon such notice, the holders may elect to purchase the shares, *pro rata*, on the terms offered within 15 days following the date of such notice.

**Registration  
Rights:**

The Investors shall be entitled to registration rights as set forth below. The registration rights agreement shall contain customary terms and provisions consistent with such terms, including customary hold-back, cutback and indemnification provisions.

Demand Registrations. The holders of the Preferred Stock shall be entitled to four demand registrations; *provided*, that following the time that the Company is eligible to use Form S-3, the holders shall be entitled to an unlimited number of demand registrations. Any demand registration may, at the option of the holder be a "shelf" registration pursuant to Rule 415 under the Securities Act of 1933. All registrations will be subject to customary "windows."

Piggyback Registrations. In addition, the holders shall be entitled to unlimited piggyback registration rights, subject to customary cut-back provisions.

Registrable Securities: The Series B Preferred Stock, any shares of Common Stock issuable upon conversion of the Preferred Stock or the Series B Preferred Stock, any other shares of Common Stock held by any Investor (including shares acquired in the rights offering or upon the exercise of preemptive rights), and any additional securities issued or distributed by way of a dividend or other distribution in respect of any securities. Securities shall cease to be Registrable Securities upon sale to the public pursuant to an registration statement or Rule 144, or when all shares held by an Investor may be transferred without restriction pursuant to Rule 144(k).

Expenses. All registrations shall be at the Company's expense (except underwriting fees, discounts and commissions agreed to be paid by the selling holders), including, without limitation, fees and expenses of one counsel for any holders selling Registrable Securities in connection with any such registration.

**Preemptive Rights:**

So long as Cerberus and Appaloosa beneficially own, in the aggregate, Series A Preferred Stock with a Liquidation Value of \$250 million or more, the holders of Preferred Stock shall be entitled to participate *pro rata* in any offering of equity securities of the Company, other than with respect to (i) shares issued or underlying options issued to management and employees and (ii) shares issued in connection with business combination transactions.

**Commitment Fee:**

A commitment fee of \$21 million shall be earned by and payable to the Investors as provided for in the Discussion Points.

**Stockholders  
Agreement:**

Certain of the provisions hereof will be contained in a Stockholders Agreement to be executed and delivered by the Investors and the Company on the Issue Date.

**Governing Law:**

State of Delaware

**THIS AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR  
A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN. SUCH OFFER OR  
SOLICITATION ONLY WILL BE MADE IN COMPLIANCE WITH ALL  
APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY  
CODE.**

---

PLAN FRAMEWORK SUPPORT AGREEMENT

by and among

DELPHI CORPORATION,

GENERAL MOTORS CORPORATION,

APPALOOSA MANAGEMENT L.P.,

CERBERUS CAPITAL MANAGEMENT, L.P.,

HARBINGER CAPITAL PARTNERS MASTER FUND I, LTD.,

MERRILL LYNCH, PIERCE, FENNER & SMITH, INCORPORATED

and

UBS SECURITIES LLC

---

Dated as of December 18, 2006

## **PLAN FRAMEWORK SUPPORT AGREEMENT**

This Plan Framework Support Agreement (the “Agreement”), is entered into as of December 18, 2006, by and among Delphi Corporation (“Delphi”), on behalf of itself and its subsidiaries and affiliates operating as debtors and debtors-in-possession (together with Delphi, the “Debtors”) in the Chapter 11 Cases (as defined below), General Motors Corporation (“GM”), Appaloosa Management L.P., (“Appaloosa”), Cerberus Capital Management, L.P., (“Cerberus”), Harbinger Capital Partners Master Fund I, Ltd., (“Harbinger”), Merrill Lynch, Pierce, Fenner & Smith, Incorporated (“Merrill”) and UBS Securities LLC (“UBS”). Each of the Debtors, GM, Appaloosa, Cerberus, Harbinger, Merrill and UBS is referred to herein individually as a “Party,” and collectively, as the “Parties”. As used herein, the phrases “this Agreement”, “hereto”, “hereunder” and phrases of like import shall mean this Agreement.

### **RECITALS**

A. On October 8 and October 14, 2005, the Debtors commenced jointly administered chapter 11 cases (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) for the purpose of restructuring their businesses and related financial obligations pursuant to an overall transformation strategy (the “Transformation Plan”) that would incorporate the following structural components:

- (i) Modification of the Debtors’ labor agreements;
- (ii) Resolution of all issues and disputes between the Debtors and GM regarding (i) certain legacy obligations, including allocating responsibility for various pension and other post-employment benefit obligations; (ii) all alleged claims and causes of action arising from the spin-off of Delphi from GM; (iii) costs associated with the transformation of the Debtors’ business (including the establishment of support to be provided by GM in connection with certain of those businesses that the Debtors intend to shut-down or otherwise dispose of); (iv) the restructuring of ongoing contractual relationships with respect to continuing operations; and (v) the amount and treatment of GM’s claims in the Chapter 11 Cases (together, the “Designated Issues”);
- (iii) Development of a strategically focused product portfolio and realignment of production capacity to support it;
- (iv) Transformation of the Debtors’ work force in keeping with a sustainable cost structure and streamlined product portfolio;
- (v) Resolution of the Debtors’ pension issues; and
- (vi) Restructuring of the Debtors’ balance sheet to accommodate the transformed business.

B. In the summer of 2006, Appaloosa and Harbinger, as significant stakeholders of the Debtors, negotiated and entered into non-disclosure agreements with the Debtors pursuant to which they obtained certain information from and about the Debtors and their businesses and engaged in discussions regarding various potential reorganization structures and related matters, including the potential requirement for a substantial equity investment in Delphi to facilitate the Debtors' restructuring.

C. Separately, the Debtors conducted negotiations with other potential investors, including Cerberus.

D. At the Debtors' request, Appaloosa, Harbinger and Cerberus engaged in discussions regarding their respective views of the Transformation Plan, the terms of a potential investment in Delphi and the general terms of various potential restructuring strategies for the Debtors.

E. As a consequence of the foregoing discussions, this Agreement sets forth in Article VI hereof certain material terms of a chapter 11 plan for the Debtors (the "Plan") that is conditioned on (i) the implementation of the Transformation Plan, including a settlement of the Designated Issues, and (ii) a proposed equity investment by certain affiliates of Appaloosa, Cerberus, Harbinger, UBS and Merrill (collectively, the "Plan Investors") in Delphi (the "Investment").

F. The Plan Investors have committed to Delphi to make the Investment on the terms and on the conditions set forth in the Equity Purchase and Commitment Agreement, the form of which is annexed as Exhibit A hereto (the "Investment Agreement"), which sets forth the obligations of the Plan Investors to (i) purchase any unsubscribed shares issued under a rights offering (the "Rights Offering") of new common stock, and additional shares of common stock, of Delphi to be issued pursuant to the Plan, and (ii) purchase newly issued shares of preferred stock of Delphi.

G. Subject to the terms of this Agreement, the Parties have agreed to work together to attempt to complete the negotiation of the terms of the Plan, as well as to resolve other outstanding issues, and to formulate and facilitate confirmation and consummation of the Plan and the transactions contemplated hereby; provided, however, that Delphi will be the sole proponent of the Plan.

H. In so agreeing, the Parties do not desire and do not intend in any way to derogate from or diminish the solicitation requirements of applicable securities and bankruptcy law, or the fiduciary duties of the Debtors or any such other Party having such duties.

I. Settlement of the Designated Issues is contingent upon Delphi and GM reaching agreement on all documents pertinent in any way to GM's participation in the Plan and/or all transactions contemplated thereby, including, without limitation, definitive documentation evidencing all aspects of the commercial, business and labor-related agreements between Delphi and GM and any other Designated Issues (collectively, the "Delphi/GM Definitive Documents").

AGREEMENT

ARTICLE I

OBLIGATIONS OF THE DEBTORS

The Debtors presently believe that, subject to the exercise (after consultation with outside legal counsel) by each Debtor of its fiduciary duties as a debtor and debtor-in-possession in the Chapter 11 Cases, prompt consummation of the Plan will facilitate the Debtors' businesses and financial restructuring and is in the best interests of their creditors, shareholders, and other parties-in-interest. Accordingly, the Debtors hereby agree, subject to the exercise (after consultation with outside legal counsel) by each Debtor of its fiduciary duties as a debtor and debtor-in-possession in the Chapter 11 Cases, to use commercially reasonable efforts to obtain confirmation and consummation of the Plan; provided, however, that any failure by the Debtors to take any such actions shall not create any claim (administrative or otherwise) or cause of action against the Debtors or any of their affiliates. Subject to the foregoing and to Delphi and GM reaching agreement on the Delphi/GM Definitive Documents on or before January 31, 2007 or such later date as the Debtors shall agree, for so long as this Agreement remains in effect, the Debtors agree to:

1.1 Subject to the terms of applicable non-disclosure agreements, provide the Plan Investors and their counsel, accountants, financial advisors and other representatives with access to information and personnel so that the Plan Investors can complete their due diligence review of Delphi and its subsidiaries within the timeframe contemplated by the Investment Agreement;

1.2 Subject to the terms of applicable non-disclosure agreements, promptly provide the Plan Investors with information regarding the results of operations and other activities and negotiations related to the Transformation Plan, settlement of the Designated Issues and the Plan;

1.3 Prepare and file with the Bankruptcy Court no later than December 18, 2006, a motion (the "Initial Motion") seeking an order from the Bankruptcy Court (i) approving and authorizing the Debtors to enter into the Investment Agreement; (ii) authorizing payment of Transaction Expenses, the Commitment Fees and the Alternate Transaction Fee (as such terms are defined in the Investment Agreement) on the terms and conditions set forth in the Investment Agreement, (iii) approving and authorizing the Debtors to enter into this Agreement and (iv) determining that the Parties' entry into, and performance of, their obligations under this Agreement does not violate any law, including the Bankruptcy Code, and does not give rise to any claim or remedy against the Parties including, without limitation, designating the vote of GM or any Plan Investor on the Plan under section 1125(e) of the Bankruptcy Code;

1.4 Use commercially reasonable efforts to have the Bankruptcy Court enter an order (the "Initial Approval Order") granting the relief requested in the Initial Motion, on or before January 5, 2007;

1.5 Use commercially reasonable efforts to prepare and distribute to each Party no later than January 31, 2007 drafts of (i) the Plan, (ii) a disclosure statement with respect to the Plan (the

“Disclosure Statement”), and (iii) a registration statement to be filed with the Securities and Exchange Commission (the “Registration Statement”) relating to the Rights Offering;

1.6 Use commercially reasonable efforts to obtain entry by the Bankruptcy Court of an order approving the Disclosure Statement (the “Disclosure Statement Order”) on or before April 5, 2007;

1.7 Subject to (and conditioned upon) entry of the Disclosure Statement Order, use commercially reasonable efforts to solicit the requisite votes in favor of the Plan, obtain confirmation by the Bankruptcy Court of the Plan, obtain the debt financings contemplated by the Plan and cause the effective date of the Plan to occur on or before the later of (a) July 31, 2007 or (b) the first business day that is 180 days following the date on which the diligence out in the Investment Agreement is no longer able to be exercised as a result of waiver or the passage of time;

1.8 Use commercially reasonable efforts to cause the Registration Statement to become effective during the period approved for the commencement of solicitation of votes on the Plan; and

1.9 Engage in good faith negotiations with the other Parties regarding the Plan, Disclosure Statement and other definitive documents that are materially consistent with this Agreement and that resolve all unresolved items reflected herein and/or are necessary to the implementation of the transactions contemplated by this Agreement (collectively, the “Definitive Documents”).

## ARTICLE II

### SUPPORT OBLIGATIONS OF THE PLAN INVESTORS AND GM

Unless and until this Agreement has been terminated in accordance with its terms, and subject to GM’s and the Plan Investors’ obligations in this Article II (other than clauses (i) through (iii) of Section 2.4 hereof) being subject to Delphi and GM reaching agreement on the Delphi/GM Definitive Documents (it being understood that no Party has any obligation to agree to or enter into any such documents), and provided that any failure by any Plan Investor or GM to take or refrain from taking, as the case may be, any actions described below in this Article II shall not create any claim or cause of action against them or any of their affiliates, each of the Plan Investors and GM agree (and shall cause its respective subsidiaries and controlled affiliates to agree) that it will:

2.1 Support entry of the Disclosure Statement Order;

2.2 Not commence any proceeding or prosecute, join in, or otherwise support any action to oppose or object to entry of the Disclosure Statement Order;

2.3 Not, nor will it encourage any other person or entity to, object to, delay, impede, appeal, or take any other action, directly or indirectly, to interfere with, entry of the Disclosure Statement Order;

2.4 Until April 1, 2007, or such later date as may be mutually agreed by GM and the Plan Investors (such agreement not to be unreasonably withheld), not, directly or indirectly (i) initiate, solicit, knowingly cooperate with, or knowingly encourage any inquiries or the making of any proposal or offer that constitutes, or can reasonably be expected to lead to, any Alternate Transaction (as defined in the Investment Agreement), (ii) engage in, continue, or otherwise participate in any negotiations regarding any Alternate Transaction, (iii) enter into any letter of intent, memorandum of understanding, agreement in principle, or other agreement relating to any Alternate Transaction or (iv) withhold, withdraw, qualify, or modify (or resolve to do so) in a manner adverse to the Plan Investors or the Debtors its approval or recommendation of this Agreement, the Plan or the transactions contemplated thereby; and that it will cause its subsidiaries and controlled affiliates not to undertake, directly or indirectly, any of the actions described in the immediately preceding clauses (i) through (iv); and that it will use its commercially reasonable efforts to cause its respective directors, officers, employees, investment bankers, attorneys, accountants, and other advisors or representatives not to undertake, directly or indirectly, any of such actions; provided, however, that nothing in this Section 2.4 shall preclude GM or any of the Plan Investors or any of their respective subsidiaries or controlled affiliates, or any of their respective directors, officers, employees, investment bankers, attorneys, accountants, and other advisors or representatives from initiating, soliciting, knowingly cooperating with, knowingly encouraging, discussing, negotiating, entering into, consummating or otherwise participating in any transactions relating to (x) the sale and/or wind-down of any of the Debtors' non-core sites and/or business lines as publicly announced by the Debtors on March 31, 2006 and as modified by the Debtors, in writing provided to GM, from time to time, (y) resourcing products purchased by GM and/or (z) discussions engaged in by the Debtors in the performance of their fiduciary duties; provided further however, that if this provision is extended beyond April 1, 2007 as provided above, from and after April 1, 2007, with Delphi's prior consent, any Plan Investor or GM, as applicable, may be released from any and all of the foregoing prohibitions of this Section 2.4.

2.5 Support confirmation of the Plan and entry by the Bankruptcy Court of the order confirming the Plan (the "Confirmation Order"); provided, however, that, for the avoidance of doubt, nothing in this Section 2.5 is an agreement by any of the Plan Investors or GM to vote to accept or reject the Plan;

2.6 Not commence any proceeding or prosecute, join in, or otherwise support any action to oppose or object to the Plan; and

2.7 Not, nor will it encourage any other person or entity to, delay, object to, impede, appeal, or take any other action, directly or indirectly, to interfere with the acceptance, confirmation or occurrence of the effective date of the Plan.

Notwithstanding any other term or provision of this Agreement, nothing herein shall prevent any Party from taking any action in court as it determines is necessary or appropriate to protect its interests, including, without limitation, objecting (in writing or orally) to any document, such as the Plan or Disclosure Statement, filed in the Chapter 11 Cases by any party in interest.

### ARTICLE III

#### TERMINATION EVENTS

- 3.1 The occurrence of any of the following shall be a "Termination Event":
- a. Termination of the Investment Agreement, whether pursuant to its terms or otherwise;
  - b. Delivery of notice of the termination of this Agreement by any Party to the other Parties for any reason or no reason as determined by the Party delivering such notice in its sole discretion; provided however, that such notice may not be given until April 1, 2007.
- 3.2 All obligations hereunder of all Parties shall terminate and shall be of no further force and effect:
- a. Immediately and automatically upon the occurrence of the Termination Event described in Section 3.1(a) hereof;
  - b. Two (2) business days after receipt by the other non-terminating Parties of the notice described in Section 3.1(b) hereof; provided however, that delivery of such written notice by any Plan Investor other than Cerberus or Appaloosa shall terminate only the obligations of such Plan Investor hereunder; and
  - c. Automatically, and without written notice, immediately prior to the issuance of the common stock and preferred stock contemplated by the Plan and the Investment Agreement.

### ARTICLE IV

#### GOVERNING LAW; JURISDICTION; VENUE

This Agreement will be governed and construed in accordance with the internal laws of the State of New York without regard to any conflict of law provision that could require the application of the law of any other jurisdiction. By its execution and delivery of this Agreement, each Party hereby irrevocably and unconditionally agrees for itself that the Bankruptcy Court will retain exclusive jurisdiction over all matters related to the construction, interpretation or enforcement of this Agreement. Each Party further agrees to waive any objection based on forum non conveniens.

### ARTICLE V

#### ADDITIONAL AGREEMENTS

The Parties acknowledge that Delphi and GM presently intend to pursue agreements, to be documented in the Plan, the Confirmation Order and/or the Delphi/GM Definitive Documents, as applicable, concerning, among other matters: (a) triggering of the GM benefit guarantees; (b) assumption by GM of certain postretirement health and life insurance

obligations for certain Delphi hourly employees; (c) funding of Delphi's underfunded pension obligations, including by the 414(l) Assumption (defined below); (d) provision of flowback opportunities at certain GM facilities for certain Delphi employees; (e) GM's payment of certain retirement incentives and buyout costs under current or certain future attrition programs for Delphi employees; (f) GM's payment of mutually negotiated buy-downs; (g) GM's payment of certain labor costs for Delphi employees; (h) a revenue plan governing certain other aspects of the commercial relationship between Delphi and GM; (i) the wind-down of certain Delphi facilities and the sales of certain Delphi business lines and sites; (j) the Debtors' support for GM's efforts to resource products purchased by GM; (k) licensing of the Debtors' intellectual property to GM or for its benefit; (l) treatment of the Environmental Matters Agreement between Delphi and GM; (m) treatment of normal course items, such as warranty, recall and product liability obligations; and (n) treatment of all other executory contracts between the Debtors and GM. The Parties agree to negotiate in good faith all of the documents and transactions described in this Article (it being understood that (i) no Party has any obligation to enter into any such documents or consummate any such transactions and (ii) the delivery by any Party of a termination notice pursuant to Section 3.1(b) hereof shall not constitute a breach of this Article V).

## ARTICLE VI

### PLAN FRAMEWORK

The Plan shall contain all of the following terms:

6.1 A condition precedent to the effectiveness of the Plan (subject to the waiver provisions to be negotiated in connection with the Plan) shall be that the aggregate amount of all trade claims and other unsecured claims (including any accrued interest) (excluding (i) unsecured funded debt claims, (ii) Flow-Through Claims (defined below), (ii) GM claims, which shall be treated as set forth below, (iii) subordinated debt claims, which shall be treated as set forth below, and (iv) securities claims, which shall be treated as set forth below) (collectively, the "Trade and Other Unsecured Claims") that have been asserted or scheduled but not yet disallowed as of the effective date of the Plan shall be allowed or estimated for distribution purposes by the Bankruptcy Court to be no more than \$1.7 billion.

6.2 All senior secured debt shall be refinanced and paid in full and all allowed administrative and priority claims shall be paid in full.

6.3 Trade and Other Unsecured Claims and unsecured funded debt claims shall be placed in a single class. All such claims that are allowed (including all allowed accrued interest) shall be satisfied in full with (a) \$810 million of common stock (18,000,000 out of a total of 135,285,714 shares,<sup>1</sup> at a deemed value of \$45.00 per share for Plan distribution purposes) in reorganized Delphi and (b) the balance in cash; provided, however, that the common stock and cash to be distributed pursuant to the immediately preceding clause shall be reduced

---

<sup>1</sup> References in this Article VI to the total number of shares of common stock gives effect to the conversion of the preferred stock issued pursuant to the Investment Agreement to common stock.

proportionately by the amount that allowed Trade and Other Unsecured Claims are less than \$1.7 billion.

6.4 (i) Customer and environmental obligations, (ii) employee-related (excluding collective bargaining-related obligations) and other obligations (as to be agreed by the Debtors and the Plan Investors) and (iii) litigation exposures and other liabilities that are covered by insurance (as to be agreed by the Debtors and the Plan Investors and scheduled in the Plan) ((i), (ii) and (iii) together, the “Flow-Through Claims”) will be unimpaired and will be satisfied in the ordinary course of business (subject to the preservation and flow-through of all estate rights, claims and defenses with respect thereto which shall be fully reserved).

6.5 GM will receive an allowed general unsecured claim for all claims and rights of GM and its affiliates (excluding in respect of the 414(l) Assumption, all Flow Through Claims and all other claims and amounts to be treated in the normal course or arising or paid pursuant to the Delphi/GM Definitive Documents) that will be satisfied with (a) 7,000,000 out of a total of 135,285,714 shares of common stock in reorganized Delphi and (b) \$2.63 billion in cash.

6.6 All subordinated debt claims (including all accrued interest) will be allowed and will be satisfied with (a) \$450 million of common stock (10,000,000 out of a total of 135,285,714 shares, at a deemed value of \$45.00 per share for Plan distribution purposes) in reorganized Delphi and (b) the balance in cash.

6.7 Allowed securities claims will be satisfied solely from available insurance or as otherwise agreed by the Plan Investors.

6.8 Holders of existing equity securities in Delphi shall receive, in the aggregate, (a) \$135 million of common stock (3,000,000 out of a total of 135,285,714 shares, at a deemed value of \$45.00 per share for Plan distribution purposes) in reorganized Delphi and (b) rights to purchase 63,000,000 out of a total of 135,285,714 shares of common stock (to be reduced by the guaranteed minimum of 10% of the rights for the Plan Investors) in reorganized Delphi for \$2.205 billion (exercise price: \$35/share).

6.9 The preferred stock to be issued pursuant to the Plan in connection with the Investment Agreement shall be subject to the terms listed on the term sheet attached to the Investment Agreement (“Summary of Terms of Preferred Stock”), which are incorporated by reference herein.

6.10 Delphi will arrange for payment on the effective date of the Plan of \$3.5 billion to fund its pension obligations. Such payment will include GM taking \$2.0 billion of net pension obligations pursuant to a 414(l) transaction (the “414(l) Assumption”), which amount shall be reduced to no less than \$1.5 billion if (a) Delphi and the Plan Investors determine that any greater amount will have an adverse impact on the Debtors or (b) the Plan Investors determine that any greater amount will have an adverse impact on the Plan Investors' proposed investment in the Debtors. GM will receive a note from Delphi in the amount of the 414(l) Assumption transferred in the 414(l) transaction, subject to agreed market terms to be specified in the Delphi/GM Definitive Documents; provided, however, that such note will be due, payable and paid in full at par plus accrued interest in cash within ten (10) days following the effective date of the Plan.

6.11 A joint claims oversight committee shall be established on the effective date of the Plan or as soon thereafter as practicable to monitor claims administration, provide guidance to the Debtors, and address the Bankruptcy Court if such post-effective date joint claims oversight committee disagrees with the Debtors' determinations requiring claims resolution. The composition of the joint claims oversight committee shall be satisfactory to the Plan Investors in their sole and absolute discretion, but in any case, shall include at least one representative appointed by the Plan Investors.

6.12 Reorganized Delphi will be subject to the following corporate governance provisions:

a. A five-member selection committee (the "Selection Committee") will select a new executive chair of reorganized Delphi. The Selection Committee will consist of the following members: (i) John D. Opie, currently a member of Delphi's board of directors and its lead independent director; (ii) one (1) representative appointed by the statutory committee of unsecured creditors appointed in the Chapter 11 Cases; (iii) one (1) representative appointed by the statutory committee of equity security holders appointed in the Chapter 11 Cases; and (iv) two (2) representatives appointed by the Plan Investors. The new executive chair will be chosen by a super majority of four (4) of the five (5) members of the Selection Committee, which must include both representatives appointed by the Plan Investors.

b. The board of directors of reorganized Delphi will consist of twelve (12) members: (i) the new executive chair; (ii) Rodney O'Neal, who will be appointed chief executive officer and president of reorganized Delphi not later than the effective date of the Plan; (iii) four (4) members (who may include one (1) existing independent director) chosen by a unanimous vote of the Selection Committee, provided, however, that the representatives of the Selection Committee appointed by the Plan Investors will not be entitled to vote on these four (4) directors (the "Common Directors"); (iv) three (3) members chosen by Appaloosa; and (v) three (3) members chosen by Cerberus. All twelve (12) new directors will be publicly identified not later than the day that is ten (10) days prior to the date scheduled for the hearing of the Bankruptcy Court to confirm the Plan. The board of directors of reorganized Delphi will satisfy all applicable exchange/NASDAQ independence requirements.

c. Ongoing management compensation, including the SERP, stock options, restricted stock, severance, change in control provisions and all other benefits will be on market terms (as determined by the Board of Directors, based on the advice of Watson-Wyatt, and such management compensation plan design shall be described in the Disclosure Statement and included in the Plan) and reasonably acceptable to the Plan Investors; claims of former management and terminated/resigning management will be resolved on terms acceptable to Delphi and the Plan Investors or by court order. Equity awards will dilute all equity interests pro rata.

d. The amended and restated certificate of incorporation of Delphi to be effective immediately following the effective date of the Plan shall prohibit; (A) for so long as Appaloosa or Dolce Investments, LLC ("Dolce"), as the case may be, owns any shares of Series A Preferred Stock, any transactions between Delphi or any of its Subsidiaries (as defined in the Investment Agreement), on the one hand, and Appaloosa or Dolce or their respective Affiliates (as defined in the Investment Agreement), as the case may be, on the other hand (including any

“going private transaction” sponsored by Appaloosa or Dolce) unless such transaction shall have been approved by (x) directors constituting not less than 75% of the number of Common Directors (as defined in the Investment Agreement) and (y) in the case of any transaction with Appaloosa or its Affiliates, Dolce, and in the case of any transaction with Dolce or its Affiliates, Appaloosa, and (B) any transaction between Delphi or any of its Subsidiaries, on the one hand, and a director, on the other hand, other than a director appointed by holders of Series A Preferred Stock (as defined in the Investment Agreement), unless such transaction shall have been approved by directors having no material interest in such transaction (a “Disinterested Director”) constituting not less than 75% of the number of Disinterested Directors; provided, that nothing in this provision shall require any approval of any arrangements in effect as of December 18, 2006 with either General Motors Acceptance Corporation (“GMAC”) or GM as a result of the ownership by Dolce and its Affiliates of securities of GMAC or Dolce’s and its Affiliates’ other arrangements in effect as of December 18, 2006 with GM with respect to GMAC.

6.13 A condition precedent to the effectiveness of the Plan shall be the ratification (and/or fulfillment of all other prerequisites to the effectiveness) of each of Delphi’s definitive labor agreements with each of its U.S. labor unions (including, without limitation, new or amended collective bargaining agreements and withdrawals and/or settlements of all claims of each of Delphi’s labor unions) and each of the labor-related Delphi/GM Definitive Documents.

## ARTICLE VII

### IMPLEMENTATION

7.1 Promptly after execution of this Agreement by all Parties, Delphi will seek entry of the Initial Approval Order, in form and substance satisfactory to each Party, by the Bankruptcy Court. The Plan Investors and GM will timely file statements in support thereof with the Bankruptcy Court.

7.2 The Parties agree to negotiate in good faith all of the documents and transactions described in this Agreement (it being understood that (i) no Party has any obligation to enter into any such documents or consummate any such transactions and (ii) the delivery by any Party of a termination notice pursuant to Section 3.1(b) hereof shall not constitute a breach of this Section 7.2).

## ARTICLE VIII

### GENERAL PROVISIONS

8.1 This Agreement is expressly contingent on, and shall automatically become effective on such date as the Initial Approval Order, in form and substance satisfactory to each Party, has been entered by the Bankruptcy Court and the Investment Agreement, substantially in the form of Exhibit A hereto, has been executed by all parties to the Investment Agreement; provided, however, that if the Bankruptcy Court shall not have entered the Initial Approval Order, in form and substance satisfactory to each Party, on or before January 22, 2007 and all parties to

the Investment Agreement shall not have executed the Investment Agreement, substantially in the form of Exhibit A hereto, within three (3) business days following entry of the Initial Approval Order, this Agreement (and all obligations hereunder of all Parties) shall automatically terminate without ever having become effective.

8.2 Except as expressly provided in this Agreement, nothing contained herein (i) is intended to, or does, in any manner waive, limit, impair or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, (ii) may be deemed an admission of any kind, or (iii) effects a modification of any existing agreement until the occurrence of the effective date of the Plan. If the transactions contemplated herein are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto are not admissible into evidence in any proceeding other than a proceeding to enforce its terms.

8.3 The Plan Investors shall promptly deliver to GM (i) written notice upon the termination of the Investment Agreement, whether pursuant to its terms or otherwise, and (ii) copies of any amendments, waivers, supplements or other modifications to the Investment Agreement.

8.4 Delphi and the Plan Investors have advised GM that (a) the Plan Framework described in Article VI of this Agreement and the planned investments of the Plan Investors described in the Investment Agreement are predicated, in part, on the ability of Delphi to formulate a business plan and projections reflecting that Delphi's reorganized businesses will achieve annual EBITDA of not less than \$2.4 billion on a consolidated basis following completion of Delphi's Transformation Plan and (b) Delphi will not be able to achieve such financial results if the Transformation Plan is not implemented.

8.5 Each Plan Investor and GM hereby agrees that it shall not (and shall cause its subsidiaries and controlled affiliates not to) (a) sell, transfer, assign, pledge, or otherwise dispose, directly or indirectly, of its right, title or interest in respect of its claims against or interests in any of the Debtors (to the extent held by it on the date hereof or acquired hereafter), in whole or in part, or (b) grant any proxies, deposit any such claims or interests (to the extent held by it on the date hereof or acquired hereafter) into a voting trust, or enter into a voting agreement with respect to such claims or interests, as the case may be, unless the transferee agrees in writing at the time of such transfer to be bound by all obligations of the transferor contained in this Agreement, including, but not limited to, Article II hereof, and the transferor, within three business days, provides written notice of such transfer to each other Party, together with a copy of the written agreement of the transferee agreeing to be so bound. Each Party further agrees that it may not create any subsidiary or affiliate for the sole purpose of acquiring any claims against or interests in any member of the Debtors without causing such subsidiary or affiliate to become a Party hereto prior to such acquisition.

8.6 Each of Appaloosa, Harbinger, Cerberus, Merrill and UBS hereby confirms, on a several but not joint basis, that it and its affiliates remains the beneficial holder of, and/or the holder of investment authority over, the claim and interests, if any, previously disclosed in

connection with its applicable non-disclosure agreement with the Debtors and that it will advise the Debtors upon any change in its or its affiliates' holdings.

8.7 Each Party hereby acknowledges that this Agreement is not and shall not be deemed to be a solicitation to accept or reject a plan in contravention of section 1125(b) of the Bankruptcy Code. Each Party further acknowledges that no securities of any Debtor are being offered or sold hereby and that this Agreement does not constitute an offer to sell or a solicitation of an offer to buy any securities of any Debtor.

8.8 Each Party, severally and not jointly, represents, covenants, warrants, and agrees to each other Party, only as to itself and not as to each of the others, that the following statements, as applicable, are true, correct, and complete as of the date hereof:

a. It has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and to perform its obligations hereunder;

b. It is duly organized, validly existing, and in good standing under the laws of its state of organization and it has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

c. The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate, partnership, or limited liability company action on its part; provided, however, that the Debtors' authority to enter into this Agreement is subject to Bankruptcy Court approval;

d. This Agreement has been duly executed and delivered by it and constitutes its legal, valid, and binding obligation, enforceable in accordance with the terms hereof, subject to entry of the Initial Approval Order;

e. The execution, delivery, and performance by it (when such performance is due) of this Agreement do not and shall not (i) violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its certificate of incorporation or bylaws or other organizational documents or those of any of its subsidiaries or (ii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party; and

f. There are no undisclosed agreements or commitments between or among the Parties regarding matters subject to the terms of this Agreement.

8.9 Except as otherwise specifically provided herein, this Agreement may not be modified, waived, amended or supplemented unless such modification, waiver, amendment or supplement is in writing and has been signed by each Party. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver be deemed a continuing waiver.

8.10 This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives; provided,

however, that nothing contained in this Section 8.10 will be deemed to permit sales, assignments, or transfers of this Agreement.

8.11 Nothing contained in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement, nor shall any provision give any third party any right of subrogation or action over or against any Party to this Agreement. All notices and other communications in connection with this Agreement will be in writing and will be deemed given (and will be deemed to have been duly given upon receipt) if delivered personally, sent via electronic facsimile (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice):

If to the Debtors, to:

- a. Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098  
Attention: John D. Sheehan – Facsimile: (248) 813-2612  
David M. Sherbin, Esq./Sean Corcoran – Facsimile: (248) 813-2491

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10036  
Facsimile: (212) 735-2000/1  
Attention: Eric L. Cochran, Esq.  
Kayalyn A. Marafioti, Esq.  
Thomas J. Matz, Esq.

and

Skadden, Arps, Slate, Meagher & Flom LLP  
333 West Wacker Drive  
Chicago, Illinois 60606  
Facsimile: (312) 407-0411  
Attention: John Wm. Butler, Jr., Esq.  
George N. Panagakis, Esq.

b. If to Appaloosa, to:

Appaloosa Management L.P.  
26 Main Street  
Chatham, New Jersey 07928  
Facsimile: (973) 701-7055  
Attention: Ronald Goldstein

with a copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard  
Suite 4900  
Miami, Florida 33131-2352  
Facsimile: (305) 358-5744/5766  
Attention: Thomas E Lauria, Esq.

c. If to Harbinger, to:

Harbinger Capital Partners Master Fund I, Ltd.  
c/o Harbinger Capital Partners  
555 Madison Avenue, 16th Floor  
New York, New York 10022  
Facsimile: (212) 508-3721  
Attention: Philip A. Falcone

with a copy to:

White & Case LLP  
Wachovia Financial Center  
200 South Biscayne Boulevard  
Suite 4900  
Miami, Florida 33131-2352  
Facsimile: (305) 358-5744/5766  
Attention: Thomas E Lauria

and

Kaye Scholer LLP  
425 Park Avenue  
New York, New York 10022-3598  
Facsimile: (212) 836-7157  
Attention: Benjamin Mintz, Esq.  
Lynn Toby Fisher, Esq.

d. If to Cerberus, to:

Cerberus Capital Management, L.P.  
299 Park Avenue  
New York, New York 10171  
Facsimile: (212) 421-2958 / (212) 909-1409 / (212) 935-8749  
Attention: Scott Cohen / Dev Kapadia / Seth Gardner

with a copy to:

Milbank, Tweed, Hadley & McCloy LLP  
601 South Figueroa Street, 30th Floor  
Los Angeles, California 90017-5735  
Facsimile: (213) 892-4470  
Attention: Gregory A. Bray, Esq.

e. If to GM, to:

General Motors Corporation  
767 Fifth Avenue  
14th Floor  
New York, New York 10153  
Facsimile: (212) 418-3695  
Attention: Michael Lukas

and

General Motors Corporation  
300 GM Renaissance Center  
Detroit, Michigan 48265  
Facsimile: (313) 665-4992  
Attention: E. Chris Johnson, Esq.  
Frederick A. Fromm, Esq.

with a copy to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue  
New York, New York 10153  
Facsimile: (212) 310-8007  
Attention: Martin J. Bienenstock, Esq.  
Jeffrey L. Tanenbaum, Esq.  
Michael P. Kessler, Esq.

f. If to Merrill, to:

Merrill Lynch, Pierce, Fenner & Smith Incorporated.  
4 World Financial Center

New York, New York 10080  
Facsimile: (212) 449-0769  
Attention: Robert Spork / Rick Morris

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, New York 10019-6064  
Facsimile: (212) 757-3990  
Attention: Andrew N. Rosenberg

g. If to UBS, to:

UBS Securities LLC  
299 Park Avenue  
New York, New York 10171  
Facsimile: (212) 821-3008 / (212) 821-4042  
Attention: Steve Smith / Osamu Watanabe

with a copy to:

Cleary Gottlieb Steen & Hamilton LLP  
One Liberty Plaza  
New York, New York 10006  
Facsimile: (212) 225-3999  
Attention: Leslie N. Silverman

8.13 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile shall be effective as delivery of a manually executed signature page of this Agreement.

8.14 This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, with respect to such subject matter. This Agreement is the product of negotiations among the Parties and represents the Parties' intentions. In any action to enforce or interpret this Agreement, this Agreement will be construed in a neutral manner, and no term or provision of this Agreement, or this Agreement as a whole, will be construed more or less favorably to any Party.

8.15 The agreements, representations and obligations of the Parties under this Agreement are, in all respects, several and not joint. Any breach of this Agreement by any Party shall not result in liability for any other non-breaching Party.

[Remainder of page intentionally blank; remaining pages are signature pages.]

IN WITNESS WHEREOF, the undersigned have each caused this Agreement to be duly executed and delivered by their respective, duly authorized officers as of the date first above written.

DELPHI CORPORATION

By: /s/ John D. Sheehan  
Name: John D. Sheehan  
Title: Vice President and  
Chief Restructuring Officer

GENERAL MOTORS CORPORATION

By: /s/ Frederick A. Henderson  
Name: Frederick A. Henderson  
Title: Vice Chairman and  
Chief Financial Officer

APPALOOSA MANAGEMENT L.P.

By: /s/ Ronald Goldstein  
Name: Ronald Goldstein  
Title: Partner

HARBINGER CAPITAL PARTNERS MASTER FUND I,  
LTD.

By: Harbinger Capital Partners Offshore Manager,  
L.L.C., as investment manager

By: /s/ Philip A. Falcone  
Name: Philip A. Falcone  
Title: Senior Managing Director

CERBERUS CAPITAL MANAGEMENT, L.P.

By: /s/ Scott H. Cohen  
Name: Scott H. Cohen  
Title: Managing Director

MERRILL LYNCH, PIERCE, FENNER & SMITH,  
INCORPORATED

By: /s/ Graham Goldsmith  
Name: Graham Goldsmith  
Title: Managing Director

UBS SECURITIES LLC

By: /s/ Steven D. Smith  
Name: Steven D. Smith  
Title: Managing Director

By: /s/ Andrew Kramer  
Name: Andrew Kramer  
Title: Managing Director

Equity Commitment Letter from A-D Acquisition Holdings, LLC

**APPALOOSA MANAGEMENT L.P.**

26 Main Street  
Chatham, New Jersey 07928

January \_\_, 2007

A-D Acquisition Holdings, LLC  
c/o Appaloosa Management L.P.  
26 Main Street  
Chatham, New Jersey, 07928  
Attention: Ronald Goldstein

Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098

Ladies and Gentlemen:

Reference is made to that certain Equity Purchase and Commitment Agreement (the "Agreement"), dated as of the date hereof, by and among A-D Acquisition Holdings, LLC, a limited liability company formed under the laws of the State of Delaware (the "Investor"), Harbinger Del-Auto Investment Company, Ltd., an exempted company formed under the laws of the Cayman Islands, Dolce Investments, LLC, a limited liability company formed under the laws of the State of Delaware, Merrill Lynch, Pierce Fenner & Smith Incorporated, a Delaware corporation, and UBS Securities LLC, a limited liability company formed under the laws of the State of Delaware, on the one hand, and Delphi Corporation, a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "Company"), on the other hand. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

This letter will confirm the commitment of Appaloosa Management L.P. ("AMLP"), on behalf of one or more of its affiliated funds or managed accounts to be designated, to provide or cause to be provided funds (the "Funds") to the Investor in an amount up to \$1,141,500,000, subject to the terms and conditions set forth herein. If (i) a Limited Termination has occurred, (ii) the Agreement has not been terminated by the Investor in accordance with its terms within ten (10) Business Days of the occurrence of such Limited Termination, and (iii) the Investor becomes obligated in accordance with Section 2(b) of the Agreement to purchase the Available Investor Shares as a result of such Limited Termination (an "Escalation Trigger"), the maximum amount of Funds referred to in the immediately preceding sentence shall be increased as follows: (i) by \$175,312,500 if an Escalation Trigger arises as a result of a Limited Termination by Merrill Lynch, Pierce, Fenner & Smith Incorporated; (ii) by \$175,312,500 if an Escalation Trigger arises as a result of a Limited Termination by UBS Securities LLC; and (iii) by \$210,375,000 if an Escalation Trigger arises as a result of a Limited Termination by Harbinger Del-Auto Investments Company, Ltd. The Funds to be provided by or on behalf of AMLP to the Investor will be used to provide the financing for the Investor (i) to purchase the Preferred Shares and the Investor Shares pursuant to the Agreement (the "Purchase Obligation") and (ii) to satisfy the Investor's other obligations under the Agreement, if any; provided, however, that the

A-D Acquisition Holdings, LLC  
Delphi Corporation  
January \_\_, 2007  
Page 2

aggregate liability of AMLP under the immediately preceding clauses (i) and (ii) shall under no circumstances exceed the Cap (as defined below). AMLP shall not be liable to fund to the Investor any amounts hereunder (other than to fund the Purchase Obligation), unless and until, any party to the Agreement, other than the Company, commits a willful breach of the Agreement. For purposes of this letter agreement, the "Cap" shall mean (i) at all times on or prior to the Disclosure Statement Approval Date, \$100,000,000 and (ii) after the Disclosure Statement Approval Date, \$250,000,000. Our commitment to fund the Investor's Purchase Obligation is subject to the satisfaction, or waiver in writing by AMLP and the Investor, of all of the conditions, if any, to the Investor's obligations at such time contained in the Agreement.

Notwithstanding any other term or condition of this letter agreement, (i) under no circumstances shall the liability of AMLP hereunder or for breach of this letter agreement exceed, in the aggregate, the Cap for any reason, (ii) under no circumstances shall AMLP be liable for punitive damages and (iii) the liability of AMLP shall be limited to monetary damages only. There is no express or implied intention to benefit any person or entity not party hereto and nothing contained in this letter agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any person or entity other than the Investor and the Company. Subject to the terms and conditions of this letter agreement, the Company shall have the right to assert its rights hereunder directly against AMLP.

The terms and conditions of this letter agreement may be amended, modified or terminated only in a writing signed by all of the parties hereto. AMLP's obligations hereunder may not be assigned, except its obligations to provide the Funds may be assigned to one or more of its affiliated funds or managed accounts affiliated with AMLP, provided that such assignment will not relieve AMLP of its obligations under this letter agreement.

This commitment will be effective upon the Investor's acceptance of the terms and conditions of this letter agreement (by signing below) and the execution of the Agreement by the Company and will expire on the earliest to occur of (i) the closing of the transactions contemplated by the Agreement, and (ii) termination of the Agreement in accordance with its terms; provided, however, that in the event that the Agreement is terminated, AMLP's obligations hereunder to provide funds to the Investor to fund the Investor's obligations under the Agreement on account of any willful breach of the Agreement for which the Investor would be liable shall survive; provided further, that the Company shall provide AMLP with written notice within 90 days after the termination of the Agreement of any claim that a willful breach of the Agreement has occurred for which the Investor would be liable and if the Company fails to timely provide such notice then all of AMLP's obligations hereunder shall terminate, this letter agreement shall expire and any claims hereunder shall forever be barred. Upon the termination or expiration of this letter agreement, all rights and obligations of the parties hereunder shall terminate and there shall be no liability on the part of any party hereto.

AMLP hereby represents and warrants as follows:

A-D Acquisition Holdings, LLC  
Delphi Corporation  
January \_\_, 2007  
Page 3

(a) AMLP is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) AMLP has the requisite limited partnership power and authority to enter into, execute and deliver this letter agreement and to perform its obligations hereunder and all necessary action required for the due authorization, execution, delivery and performance by it of this letter agreement has been taken.

(c) This letter agreement has been duly and validly executed and delivered by AMLP and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(d) AMLP has, and will have on the Closing Date, available funding necessary to provide the Funds in accordance with this letter agreement.

No director, officer, employee, partner, member or direct or indirect holder of any equity interests or securities of AMLP, or any of its affiliated funds or managed accounts, and no director, officer, employee, partner or member of any such persons other than any general partner (collectively, the "Party Affiliates") shall have any liability or obligation of any nature whatsoever in connection with or under this letter or the transactions contemplated hereby, and each party hereto hereby waives and releases all claims against such Party Affiliates related to such liability or obligation.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the conflict of laws principles thereof). AMLP AND THE INVESTOR HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS.

This letter agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and same instrument.

Sincerely,

**APPALOOSA MANAGEMENT L.P.**

A-D Acquisition Holdings, LLC  
Delphi Corporation  
January \_\_, 2007  
Page 4

By: \_\_\_\_\_  
Name:  
Title:

Agreed to and accepted as of the date first  
above written:

**A-D ACQUISITION HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**DELPHI CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Equity Commitment Letter from Dolce Investments LLC

**CERBERUS CAPITAL MANAGEMENT, L.P.**

299 Park Avenue  
New York, New York 10171

January \_\_, 2007

Dolce Investments, LLC  
299 Park Avenue  
New York, New York 10171  
Attention: Seth Gardner

Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098

Ladies and Gentlemen:

Reference is made to that certain Equity Purchase and Commitment Agreement (the "Agreement"), dated as of the date hereof, by and among A-D Acquisition Holdings, LLC, a limited liability company formed under the laws of the State of Delaware, Harbinger Del-Auto Investment Co., Ltd., an exempted company formed under the laws of the Cayman Islands, Dolce Investments, LLC, a limited liability company formed under the laws of the State of Delaware (the "Investor"), Merrill Lynch, Pierce Fenner & Smith, Incorporated, a Delaware corporation, and UBS Securities LLC, a limited liability company formed under the laws of the State of Delaware, on the one hand, and Delphi Corporation, a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "Company"), on the other hand. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

This letter will confirm the commitment of Cerberus Capital Management, L.P. ("Cerberus"), on behalf of one or more of its affiliated funds or managed accounts to be designated, to provide or cause to be provided funds (the "Funds") to the Investor in an amount up to \$1,702,500,000, subject to the terms and conditions set forth herein. The Funds to be provided by or on behalf of Cerberus to the Investor will be used to provide the financing for the Investor (i) to purchase the Preferred Shares and the Investor Shares pursuant to the Agreement (the "Purchase Obligation") and (ii) to satisfy the Investor's other obligations under the Agreement, if any; provided, however, that the aggregate liability of Cerberus under clauses (i) and (ii) shall under no circumstances exceed the Cap (as defined below). Cerberus shall not be liable to fund to the Investor any amounts hereunder (other than to fund the Purchase Obligation), unless, and until, any party to the Agreement other than the Company commits a willful breach of the Agreement. For purposes of this letter agreement, the "Cap" shall mean (i) at all times on or prior to the Disclosure Statement Approval Date, \$100,000,000 and (ii) after the Disclosure Statement Approval Date, \$250,000,000. Our commitment to fund the Investor's Purchase Obligation is subject to the satisfaction, or waiver in writing by Cerberus and the Investor, of all of the conditions, if any, to the Investor's obligations at such time contained in the Agreement.

Notwithstanding any other term or condition of this letter agreement, (i) under no circumstances shall the liability of Cerberus hereunder or for breach of this letter agreement exceed, in the aggregate, the Cap for any reason, (ii) under no circumstances shall Cerberus be liable for punitive damages, and (iii) the liability of Cerberus shall be limited to monetary damages only. There is no express or implied intention to benefit any person or entity not party hereto and nothing contained in this letter

Dolce Investments, LLC  
Delphi Corporation  
January [ ], 2007  
Page 2

agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any person or entity other than the Investor and the Company. Subject to the terms and conditions of this letter agreement, the Company shall have the right to assert its rights hereunder directly against Cerberus.

The terms and conditions of this letter agreement may be amended, modified or terminated only in a writing signed by all of the parties hereto. Cerberus's obligations hereunder may not be assigned, except its obligations to provide the Funds may be assigned to one or more of its affiliated funds or managed accounts affiliated with Cerberus, provided that such assignment will not relieve Cerberus of its obligations under this letter agreement.

This commitment will be effective upon the Investor's acceptance of the terms and conditions of this letter agreement (by signing below) and the execution of the Agreement by the Company and will expire on the earliest to occur of (i) the closing of the transactions contemplated by the Agreement, and (ii) termination of the Agreement in accordance with its terms; provided, however, that in the event that the Agreement is terminated, Cerberus' obligations hereunder to provide funds to the Investor to fund the Investor's obligations under the Agreement on account of any willful breach of the Agreement for which the Investor would be liable shall survive; provided further, that the Company shall provide Cerberus with written notice within 90 days after the termination of the Agreement of any claim that a willful breach of the Agreement has occurred for which the Investor would be liable and if the Company fails to timely provide such notice then all of Cerberus' obligations hereunder shall terminate, this letter agreement shall expire and any claims hereunder shall be forever barred. Upon the termination or expiration of this letter agreement all rights and obligations of the parties hereunder shall terminate and there shall be no liability on the part of any party hereto.

Cerberus hereby represents and warrants as follows:

(a) Cerberus is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) Cerberus has the requisite limited partnership power and authority to enter into, execute and deliver this letter agreement and to perform its obligations hereunder and all necessary action required for the due authorization, execution, delivery and performance by it of this letter agreement has been taken.

(c) This letter agreement has been duly and validly executed and delivered by Cerberus and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(d) Cerberus has, and will have on the Closing Date, available funding necessary to provide the Funds in accordance with this letter agreement.

No director, officer, employee, partner, member, or direct or indirect holder of any equity interests or securities of Cerberus, or any of its affiliated funds or managed accounts, and no director, officer, employee, partner or member of any such persons other than any general partner (collectively, the "Party Affiliates") shall have any liability or obligation of any nature whatsoever in connection with or under this letter or the transactions contemplated hereby, and each party hereto hereby waives and releases all claims against such Party Affiliates related to such liability or obligation.

Dolce Investments, LLC  
Delphi Corporation  
January [ ], 2007  
Page 3

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the conflict of laws principles thereof). CERBERUS AND THE INVESTOR HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS.

This letter agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and same instrument.

Sincerely,

**CERBERUS CAPITAL MANAGEMENT, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

Agreed to and accepted as of the date first  
above written:

**DOLCE INVESTMENTS, LLC**

By: **CERBERUS CAPITAL MANAGEMENT, L.P.,**  
Its Managing Member

By: \_\_\_\_\_  
Name:  
Title:

**DELPHI CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

Equity Commitment Letter from Harbinger Del-Auto Investment Company, Ltd.

**Harbinger Capital Partners Master Fund I, Ltd.**

c/o 555 Madison Avenue  
New York, New York 10122

January [ ], 2007

Harbinger Del-Auto Investment Company Ltd.  
c/o Harbinger Capital Partners Master Fund I, Ltd.  
555 Madison Avenue  
New York, New York 10022

Delphi Corporation  
5725 Delphi Drive  
Troy, Michigan 48098

Ladies and Gentlemen:

Reference is made to that certain Equity Purchase and Commitment Agreement (the "Agreement"), dated as of the date hereof, by and among A-D Acquisition Holdings, LLC, a limited liability company formed under the laws of the State of Delaware, Harbinger Del-Auto Investment Company, Ltd., an exempted company formed under the laws of the Cayman Islands, Dolce Investments, LLC, a limited liability company formed under the laws of the State of Delaware (the "Investor"), Merrill Lynch, Pierce Fenner & Smith, Incorporated, a Delaware corporation, and UBS Securities LLC, a limited liability company formed under the laws of the State of Delaware, on the one hand, and Delphi Corporation, a Delaware corporation (as a debtor-in-possession and a reorganized debtor, as applicable, the "Company"), on the other hand. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

This letter will confirm the commitment of Harbinger Capital Partners Master Fund I, Ltd. ("Harbinger"), on behalf of one or more of its affiliated funds or managed accounts to be designated, to provide or cause to be provided funds (the "Funds") to the Investor in an amount up to \$210,375,000, subject to the terms and conditions set forth herein. The Funds to be provided by or on behalf of Harbinger to the Investor will be used to provide the financing for the Investor (i) to purchase the Preferred Shares and the Investor Shares pursuant to the Agreement (the "Purchase Obligation") and (ii) to satisfy the Investor's other obligations under the Agreement, if any; provided, however that the aggregate liability of Harbinger under clauses (i) and (ii) shall under no circumstances exceed the Cap (as defined below). Harbinger shall not be liable to fund to the Investor any amounts hereunder (other than to fund the Purchase Obligation), unless, and until, any party to the Agreement other than the Company commits a willful breach of the Agreement. For purposes of this letter agreement, the "Cap" shall mean at all times \$38,442,731. Our commitment to fund the Investor's Purchase Obligation is subject to the satisfaction, or waiver in writing by Harbinger and the Investor, of all of the conditions, if any, to the Investor's obligations at such time contained in the Agreement.

Notwithstanding any other term or condition of this letter agreement, (i) under no circumstances shall the liability of Harbinger hereunder or for breach of this letter agreement exceed, in the aggregate, the Cap for any reason, (ii) under no circumstances shall Harbinger be liable for punitive damages, and (iii) the liability of Harbinger shall be limited to monetary damages only. There is no express or implied intention to benefit any person or entity not party

Harbinger Del-Auto Investment Company Ltd.

Delphi Corporation

January [ ], 2007

Page 2

hereto and nothing contained in this letter agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any person or entity other than the Investor and the Company. Subject to the terms and conditions of this letter agreement, the Company shall have the right to assert its rights hereunder directly against Harbinger.

The terms and conditions of this letter agreement may be amended, modified or terminated only in a writing signed by all of the parties hereto. Harbinger's obligations hereunder may not be assigned, except its obligations to provide the Funds may be assigned to one or more of its affiliated funds or managed accounts affiliated with Harbinger, provided that such assignment will not relieve Harbinger of its obligations under this letter agreement.

This commitment will be effective upon the Investor's acceptance of the terms and conditions of this letter agreement (by signing below) and the execution of the Agreement by the Company and will expire on the earliest to occur of (i) the closing of the transactions contemplated by the Agreement, and (ii) termination of the Agreement in accordance with its terms; provided, however, that in the event that the Agreement is terminated, Harbinger's obligations hereunder to provide funds to the Investor to fund the Investor's obligations under the Agreement on account of any willful breach of the Agreement for which the Investor would be liable shall survive; provided further, that the Company shall provide Harbinger with written notice within 90 days after the termination of the Agreement of any claim that a willful breach of the Agreement has occurred for which the Investor would be liable and if the Company fails to timely provide such notice then all of Harbinger's obligations hereunder shall terminate, this letter agreement shall expire and any claims hereunder shall be forever barred. Upon the termination or expiration of this letter agreement all rights and obligations of the parties hereunder shall terminate and there shall be no liability on the part of any party hereto.

Harbinger hereby represents and warrants as follows:

(a) Harbinger is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) Harbinger has the requisite corporate power and authority to enter into, execute and deliver this letter agreement and to perform its obligations hereunder and all necessary action required for the due authorization, execution, delivery and performance by it of this letter agreement has been taken.

(c) This letter agreement has been duly and validly executed and delivered by Harbinger and constitutes its valid and binding obligation, enforceable against it in accordance with its terms.

(d) Harbinger has, and will have on the Closing Date, available funding necessary to provide the Funds in accordance with this letter agreement.

No director, officer, employee, partner, member or direct or indirect holder of any equity interests or securities of Harbinger, or any of its affiliated funds or managed accounts, and no director, officer, employee, partner or member of any such persons other than any general partner (collectively, the "Party Affiliates") shall have any liability or obligation of any nature whatsoever in connection with or under this letter or the transactions contemplated

Harbinger Del-Auto Investment Company Ltd.

Delphi Corporation

January [ ], 2007

Page 3

hereby, and each party hereto hereby waives and releases all claims against such Party Affiliates related to such liability or obligation.

This letter agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the conflict of laws principles thereof). HARBINGER AND THE INVESTOR HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF, AND VENUE IN, THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND WAIVE ANY OBJECTION BASED ON FORUM NON CONVENIENS.

This letter agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and same instrument.

Sincerely,

HARBINGER CAPITAL PARTNERS MASTER  
FUND I, LTD.

By: Harbinger Capital Partners Offshore  
Manager, L.L.C., as investment manager

By: \_\_\_\_\_  
Name: Philip A. Falcone  
Title: Senior Managing Director

Agreed to and accepted as of the date first  
above written:

**Harbinger Del-Auto Investment Company, Ltd.**

By: \_\_\_\_\_  
Name:  
Title:

**DELPHI CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

# **EXHIBIT E**

Hearing Date and Time: January 5, 2007 at 10:00 a.m.  
Objection Deadline: January 2, 2007 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

SHEARMAN & STERLING LLP  
599 Lexington Avenue  
New York, New York 10022  
(212) 848-4000  
Douglas P. Bartner (DB 2301)  
Andrew V. Tenzer (AT 2263)

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x  
In re : Chapter 11  
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
Debtors. : (Jointly Administered)  
----- x

EXPEDITED MOTION FOR ORDER UNDER 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1),  
364(c)(2), 364(c)(3), 364(d)(1), AND 364(e) AND FED. R. BANKR. P. 2002, 4001 AND  
6004(g) (I) AUTHORIZING DEBTORS TO OBTAIN POSTPETITION FINANCING AND (II)  
AUTHORIZING DEBTORS TO REFINANCE SECURED POSTPETITION  
FINANCING AND PREPETITION SECURED DEBT

("DIP REFINANCING MOTION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Expedited Motion (the "Motion") for an Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and Fed. R. Bankr. P. 2002, 4001 and 6004(g) (I) Authorizing Debtors To Obtain Post-Petition Financing And (II) Authorizing Debtors To Refinance Secured Post-Petition Financing And Prepetition Secured Debt. In support of this Motion, the Debtors respectfully represent as follows:

Background

A. The Chapter 11 Filings

1. On October 8 and 14, 2005, Delphi and certain of its U.S. subsidiaries and affiliates filed voluntary petitions in this Court for reorganization relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. This Court entered orders directing the joint administration of the Debtor's chapter 11 cases.

2. No trustee or examiner has been appointed in the Debtors' cases. On October 17, 2005, the Office of the United States Trustee (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Creditors' Committee"). On April 28, 2006, the U.S. Trustee appointed an official committee of equity holders (the "Equity Committee").

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

4. The statutory predicates for the relief requested herein are sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and rules 2002, 4001 and 6004(g) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

B. Current Business Operations Of The Debtors

5. Delphi and its subsidiaries and affiliates (collectively, the "Company") as of December 31, 2005 had global 2005 net sales of approximately \$26.9 billion and global assets of approximately \$17.0 billion.<sup>1</sup> At the time of its chapter 11 filing, Delphi ranked as the fifth largest public company business reorganization in terms of revenues and the thirteenth largest public company business reorganization in terms of assets. Delphi's non-U.S. subsidiaries are not chapter 11 debtors and continue their business operations without supervision from the Bankruptcy Court.

6. The Company is a leading global technology innovator with significant engineering resources and technical competencies in a variety of disciplines, and is one of the largest global suppliers of vehicle electronics, transportation components, integrated systems and modules, and other electronic technology. The Company supplies products to nearly every major global automotive original equipment manufacturer.

7. Delphi was incorporated in Delaware in 1998 as a wholly-owned subsidiary of General Motors Corporation ("GM"). Prior to January 1, 1999, GM conducted the Company's business through various divisions and subsidiaries. Effective January 1, 1999, the assets and liabilities of these divisions and subsidiaries were transferred to the Company in accordance with the terms of a Master Separation Agreement between Delphi and GM. In connection with these transactions, Delphi accelerated its evolution from a North American-

---

<sup>1</sup> The aggregated financial data used in this Motion generally consists of consolidated information from Delphi and its worldwide subsidiaries and affiliates.

based, captive automotive supplier to a global supplier of components, integrated systems, and modules for a wide range of customers and applications. Although GM is still the Company's single largest customer, today more than half of Delphi's revenue is generated from non-GM sources.

C. Events Leading To The Chapter 11 Filing

8. In the first two years following Delphi's separation from GM, the Company generated approximately \$2 billion in net income. Every year thereafter, however, with the exception of 2002, the Company has suffered losses. In calendar year 2004, the Company reported a net loss of approximately \$4.8 billion on \$28.6 billion in net sales.<sup>2</sup> Reflective of a continued downturn in the marketplace, in 2005 Delphi incurred net losses of approximately \$2.4 billion on net sales of \$26.9 billion.

9. The Debtors believe that the Company's financial performance has deteriorated because of (a) increasingly unsustainable U.S. legacy liabilities and operational restrictions driven by collectively bargained agreements, including restrictions preventing the Debtors from exiting non-profitable, non-core operations, all of which have the effect of creating largely fixed labor costs, (b) a competitive U.S. vehicle production environment for domestic OEMs resulting in the reduced number of motor vehicles that GM produces annually in the United States and related pricing pressures, and (c) increasing commodity prices.

10. In light of these factors, the Company determined that it would be imprudent and irresponsible to defer addressing and resolving its U.S. legacy liabilities, product portfolio, operational issues, and forward-looking revenue requirements. Because discussions

---

<sup>2</sup> Reported net losses in calendar year 2004 reflect a \$4.1 billion tax charge, primarily related to the recording of a valuation allowance on the U.S. deferred tax assets as of December 31, 2004. The Company's net operating loss in calendar year 2004 was \$482 million.

with its major unions and GM had not progressed sufficiently by the end of the third quarter of 2005, the Company commenced these chapter 11 cases for its U.S. businesses to complete the Debtors' transformation plan and preserve value for its stakeholders.

D. The Debtors' Transformation Plan

11. On March 31, 2006, the Company outlined the key tenets of its transformation plan. The Company believes that this plan will enable it to return to stable, profitable business operations and allow the Debtors to emerge from these chapter 11 cases in the first half of 2007. To complete their restructuring process, the Debtors must focus on five key areas. First, Delphi must modify its labor agreements to create a competitive arena in which to conduct business. Second, the Debtors must conclude their negotiations with GM to finalize GM's financial support for the Debtors' legacy and labor costs and to ascertain GM's business commitment to the Company. Third, the Debtors must streamline their product portfolio to capitalize on their world-class technology and market strengths and make the necessary manufacturing alignment with their new focus. Fourth, the Debtors must transform their salaried workforce to ensure that the Company's organizational and cost structure is competitive and aligned with its product portfolio and manufacturing footprint. Finally, the Debtors must devise a workable solution to their current pension situation.

12. Upon the conclusion of the reorganization process, the Debtors expect to emerge as a stronger, more financially sound business with viable U.S. operations that are well-positioned to advance global enterprise objectives. In the meantime, Delphi will marshal all of its resources to continue to deliver high-quality products to its customers globally. Additionally, the Company will preserve and continue the strategic growth of its non-U.S. operations and maintain its prominence as the world's premier auto supplier.

Relief Requested

13. By this Motion, the Debtors seek entry of an order under 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and Fed. R. Bankr. P. 2002, 4001 and 6004(g) (I) authorizing debtors to obtain post-petition financing and (ii) authorizing debtors to refinance secured post-petition financing and prepetition secured debt (the "Replacement Financing Facility").

Basis For Relief

14. The Debtors seek approval to enter into the approximately \$4.5 billion Replacement Financing Facility because, after reviewing the current strong conditions in the capital markets and assessing the positive momentum of the Debtors' reorganization cases, the Debtors have determined that they could replace their existing prepetition and postpetition financing on more favorable terms. Under the terms of the Replacement Financing Facility the Debtors estimate that they would save approximately \$8 million per month in financing costs. These savings result from the fact that the interest rate under the Replacement Financing Facility would be lower than the accrual rate for the adequate protection payments in respect of the secured prepetition credit facilities, which the Debtors propose to repay with a portion of the proceeds of the Replacement Financing Facility. Adequate protection payments are currently required to be made to the secured prepetition lenders pursuant to the existing DIP financing order because the current DIP facility primes the secured prepetition credit facilities. In recognition of the favorable environment in the capital markets and to minimize the transaction fees payable by the Debtors, the Debtors have accepted the lenders' undertaking on a best efforts basis without underwriting by the lenders.

15. The Replacement Financing Facility provides an appropriate foundation from which to negotiate and secure emergence financing. Among other things, the savings

generated would preserve additional value of the Debtors' estates and would enhance the Debtors' ability to implement their transition plan and emerge from chapter 11 protection. Contemporaneously with the filing of this Motion, the Debtors filed the Expedited Motion for Order Authorizing and Approving the Equity Purchase and Commitment Agreement Pursuant to Sections 105(a), 363(b), 503(b) And 507(a) of the Bankruptcy Code and the Plan Framework Support Agreement Pursuant to Sections 105(a), 363(b), And 1125(e) of the Bankruptcy Code ("Plan Investment And Framework Support Approval Motion"). The Plan Investment And Framework Support Approval Motion seeks approval of (a) a proposed "Plan Framework Support Agreement," signed by Delphi, the Plan Investors (as defined below) and GM, which outlines the potential treatment of the Debtors' stakeholders in the Debtors' anticipated plan of reorganization and provides a framework for several other aspects of the Debtors' chapter 11 reorganization and (b) a proposed equity purchase and commitment agreement (the "Equity Purchase and Commitment Agreement") with affiliates of Cerberus Capital Management, LP, Appaloosa Management L.P., Harbinger Capital Partners Master Fund I, Ltd., Merrill Lynch, Pierce, Fenner & Smith, Incorporated and UBS Securities LLC (the "Plan Investors") to invest up to \$3.4 billion in preferred and common equity in the reorganized Debtors to support the Company's transformation plan announced on March 31, 2006 and the Debtors' plan of reorganization framework agreement. The Replacement Financing Facility together with the Plan Framework Support Agreement and the Equity Purchase and Commitment Agreement represent significant milestones in the Debtors' reorganization and another major step forward towards emergence. While there is much that remains to be accomplished in the Debtors' reorganization, the Debtors and their stakeholders are together navigating a course that should

lead to consensual resolution with the Debtors' U.S. labor unions and GM while providing an acceptable financial recovery framework for the Debtors' stakeholders.

A. The Existing Postpetition Credit Agreement

16. Pursuant to the Final Order Under 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtors to Obtain Postpetition Financing, (II) To Utilize Cash Collateral and (III) Granting Adequate Protection to Prepetition Secured Parties entered on October 28, 2005 (the "Final DIP Order") (Docket No. 797), the Court authorized the Debtors to enter into a \$2 billion postpetition credit facility (the "Existing DIP Facility") governed by a DIP Credit Agreement (as amended, the "Existing Credit Agreement"). The Existing DIP Facility consists of a \$1.75 billion revolving line of credit (the "Existing DIP Revolver") and a \$250 million term loan (the "Existing DIP Term Loan"). The Existing DIP Facility is secured by (a) a perfected first-priority lien on substantially all of the Debtors' otherwise unencumbered assets (subject to certain exclusions), (b) a perfected junior lien on substantially all of the Debtors' previously encumbered assets (subject to certain exclusions), (c) superpriority administrative expense claims under section 364(c)(1) of the Bankruptcy Code in respect of the Debtors' obligations under the Existing DIP Facility, and (d) a first priority senior priming lien under section 364(d)(1) of the Bankruptcy Code on substantially all of the Debtors' property, which lien primes the obligations under the Prepetition Credit Agreement (as defined below).

17. The Existing DIP Facility has a current maturity date of October 8, 2007, and is to be used for working capital and general corporate purposes. The interest rate for the Existing DIP Facility is LIBOR plus 275 basis points (currently 8.12%) for funds drawn. A more detailed description of the terms of the Existing DIP Facility is contained in the Motion for

Approval of the Final DIP Order dated October 8, 2005 (Docket No. 0042), the Final DIP Order, and the form of Existing Credit Agreement attached thereto.

B. The Prepetition Credit Agreement

18. The Debtors' primary secured obligations arose under that certain Third Amended and Restated Credit Agreement, dated as of June 14, 2005, among Delphi, as borrower, JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Prepetition Agent"), the lenders from time to time party thereto (the "Prepetition Secured Lenders"),<sup>3</sup> Citicorp USA, Inc., as syndication agent, and various documentation agents, bookrunners, and arrangers (as amended, supplemented, or otherwise modified from time to time, the "Prepetition Credit Agreement").

19. The Prepetition Credit Agreement provides for revolving loans, term loans, swingline loans, and the issuance of letters of credit up to an aggregate principal amount of \$2.825 billion. Proceeds under the Prepetition Credit Agreement were used for Delphi's general corporate purposes including Investments (as such term is defined in the Prepetition Credit Agreement) in subsidiaries of Delphi. The Debtors' obligations as borrower and, in the case of Delphi's subsidiaries, as guarantors, under the Prepetition Credit Agreement are secured, with certain exceptions, by substantially all of the Debtors' material tangible and intangible assets.

20. As of the Petition Date, Delphi was indebted to the Prepetition Secured Lenders in the aggregate amount of approximately \$2,579,783,051.85 (the "Prepetition Credit Facility"), consisting of, among other things, (a) revolving loans with an aggregate principal amount of approximately \$1.5 billion, (b) term loans with an aggregate principal amount of

---

<sup>3</sup> As of December 13, 2006, there were approximately 272 Prepetition Secured Lenders holding positions in the Prepetition Credit Facility.

approximately \$988,329,620.59, and (c) certain reimbursement obligations in respect of letters of credit in an aggregate amount of approximately \$91,453,431.26, in each case plus all accrued and unpaid interest, fees, costs, expenses, and all charges related thereto. The Prepetition Credit Facility and the Existing DIP Facility are referred to collectively as the "Existing Bank Debt."

C. The Solicitation And Negotiation Of The Replacement Financing Facility

21. In light of the current strong conditions in the capital markets and the positive momentum in the Debtors' restructuring process, the Debtors have determined that they can refinance the Existing Bank Debt on more favorable terms. Accordingly, the Debtors and their financial advisor, Rothschild Inc. ("Rothschild") performed a search for replacement financing. Due to the Debtors' expected emergence from chapter 11 protection in the first half of 2007 and the time it would take for an unfamiliar lender to complete its diligence, this solicitation was necessarily limited to lenders who had already conducted extensive due diligence of the Debtors, and included the current DIP agent, JP Morgan Chase Bank, N.A. ("JPMorgan"), and one other lender group led by two major investment banks. Bringing in new lenders at this time would have been too time-consuming in light of the Debtors' planned exit from bankruptcy, and many of the cost savings available would have been lost by the time new lenders were sufficiently knowledgeable of the Debtors' financial conditions. Speed in completing the transaction is also critical to avoid potential adverse changes in currently favorable market conditions.

22. After receiving proposals from JPMorgan and the other bidding investment banks, the Debtors and Rothschild further negotiated the terms contained in each proposal with the parties involved and, at the conclusion of this process, the Debtors determined, with the assistance of Rothschild, that the proposal submitted by JPMorgan offered the most

favorable terms. This decision was based in part on the transaction cost savings and efficiency that could be obtained by using the Debtors' established lending agent. In making this decision, the Debtors were also assisted by Skadden as their principal restructuring and bankruptcy counsel, and by their special counsel, Shearman & Sterling LLP ("Shearman"). Shearman has further assisted in the negotiation and evaluation of the transaction, and has taken the primary role in preparing the transaction documents. The term sheet submitted by JPMorgan (the "Term Sheet") reflects the terms of the Replacement Financing Facility and was the culmination of efforts by the Debtors, Rothschild, Skadden, and Shearman and their arms-length negotiations with JPMorgan. A copy of the Term Sheet is attached hereto as Exhibit A. As set forth in the Term Sheet, JPMorgan will act as the administrative agent for the lenders under the Replacement Financing Facility (the "Replacement DIP Lenders").

23. In determining to seek approval of the Replacement Financing Facility from JPMorgan, the Debtors considered many factors. First, JPMorgan's preexisting knowledge of the Debtors' businesses and their collateral provides significant benefits, including, but not limited to, the speed with which JPMorgan is able to close the transaction. JPMorgan's institutional knowledge as the Debtors' current agent for the lending group also provides greater certainty with respect to rapid execution and syndication of the Replacement Financing Facility. Additionally, JPMorgan has historically worked well with the Debtors to establish favorable lending terms and is best suited to market the Replacement Financing Facility to the capital markets.

D. Terms Of The Replacement Financing Facility

24. The Debtors have determined, in the exercise of their sound business judgment, that the Replacement Financing Facility would allow them to continue to meet their

restructuring goals as well as their ongoing working capital and general business needs on terms more favorable than those of the Existing DIP Facility, particularly considering the discontinuation of the adequate protection package for the Prepetition Secured Lenders. The Debtors therefore seek approval of the Replacement Financing Facility, which will be documented by a replacement credit agreement (the "Replacement Credit Agreement"),<sup>4</sup> and authority to enter into the commitment and pay the fees related thereto. The purposes for which the Replacement Financing Facility would be used are working capital and other general corporate expenses and payment in full of the Existing Bank Debt.

25. The Replacement Financing Facility will have essentially the same terms as the Existing DIP Facility (See ¶¶ 16 and 17 above), save for certain key exceptions summarized below, all of which are beneficial for the Debtors and their estates. Most noticeably, the Debtors' \$4.5 billion Replacement Financing Facility increases the size of the Debtors' secured postpetition financing by approximately \$2.495 billion. This increase is a result of the refinancing of the Prepetition Credit Facility, which is to be achieved by repaying this debt (approximately \$2.495 billion) with the proceeds of a second-priority DIP term loan (the "Second-Priority DIP Term Loan"). While the refinancing will thus (subject to certain exceptions to be preserved) result in an elevated priority for approximately \$2.495 billion of the Debtors' capital structure, the debt under this facility was (subject to certain exceptions to be preserved) first in priority after the Existing DIP Facility and was expected to be paid in full, rendering the difference in priority inconsequential. The super-priority claims and liens granted to the Second-Priority DIP Term Loan will be junior to those granted to the refinanced DIP

---

<sup>4</sup> Due to the necessity of filing this Motion on an expedited basis, the Debtors and JPMorgan have not yet finalized the terms of the Replacement Credit Agreement. The form of Replacement Credit Agreement will be filed and served electronically to the parties required by the Scheduling Order (as defined below) and posted on the Debtors' website, [www.delphidocket.com](http://www.delphidocket.com), no later than December 26, 2006.

Revolver and first-priority DIP term loan under the Replacement Financing Facility.

Furthermore, the proposed order granting this Motion is designed to maintain in all material respects the relative priority of liens of third party creditors (including, without limitation, setoff claimants) with respect to the Replacement Financing Facility that such parties have with respect to the Existing DIP Facility under the Final DIP Order.<sup>5</sup>

26. The refinancing of the Prepetition Credit Facility would save the Debtors considerable interest and adequate protection costs for the remainder of their bankruptcy proceedings. The interest rate for the Prepetition Credit Facility currently ranges from 400 to 550 basis points over the prime rate, or 12.25% to 13.75%. Under the refinancing, the interest rate for this debt would be 325 basis points above LIBOR, or currently 8.62%. The interest rate on the refinanced Existing DIP Revolver and the Existing DIP Term Loan will be 25 basis points lower than the interest rate on the Existing DIP Facility, reducing the current effective interest rate from 8.12% to 7.87%. The maturity date would be December 31, 2007, or roughly one year from the inception of the Replacement Financing Facility, approximately two and a half months longer than the maturity date of the Existing DIP Facility. As with the Existing DIP Facility, the Replacement Financing Facility can mature earlier than the stated maturity date if the Debtors substantially consummate a plan of reorganization or if the facility is accelerated and terminated early under the terms of the Replacement Credit Agreement.

27. As is typical in all DIP financing, including the Existing DIP Facility, the Replacement Financing Facility contains a "Carve-Out" memorializing those claims and expenses that could be superior in right to the Replacement DIP Lenders. In this case, the Carve-Out is essentially identical to the carve-out approved in the Final DIP Order (including the same

---

<sup>5</sup> A blackline of the proposed Order granting this Motion as compared to the Final DIP Order is attached hereto as Exhibit B.

dollar limitations) but certain fees and expenses of the Plan Investors are included within the scope of such protection. Specifically, pursuant to the Equity Purchase and Commitment Agreement, Delphi has agreed, subject to Bankruptcy Court approval, to reimburse or pay, as applicable, the Plan Investors' Transaction Expenses (as summarized below and defined in section 2(j) of the Equity Purchase and Commitment Agreement) incurred from and after entry of an order approving the Plan Investment and Framework Support Approval Motion. The Debtors have also agreed to include such Transaction Expenses in the Carve-Out. At the Debtors' request, JPMorgan has reviewed this concept and has agreed to the Debtors' Carve-Out request. (See ¶ 5 of the proposed order granting this Motion). In summary the Transaction Expenses are out-of-pocket costs and expenses reasonably incurred by each Plan Investor on or before the effective date of a plan of reorganization (and reasonable post-closing costs and expenses relating to the closing), including reasonable fees, costs, and expenses of counsel to each of the Plan Investors, and reasonable fees, costs and expenses of any other professionals retained by any of the Plan Investors in connection with (a) the transactions contemplated (including investigating, negotiating and completing such transactions), (b) these chapter 11 cases, and (c) judicial and regulatory proceedings related to such transactions and these chapter 11 cases.

28. Due to the proposed repayment of the Prepetition Credit Facility, the proposed order approving the Motion provides that the January 18, 2007 deadline (as extended on multiple occasions) under paragraph 16 of the Existing DIP Order for the Creditors' Committee to, among other things, (i) challenge the validity, enforceability, priority or extent of the Prepetition Secured Lenders' collateral and liens, (ii) assert that the debt under the Prepetition Credit Facility is undersecured, or (iii) bring avoidance actions against the Prepetition Secured

Lenders (collectively, the "Lien Claims and Defenses") would be terminated upon entry of the proposed order. This relief is appropriate because the Debtors do not believe that it is conceivable that the Prepetition Credit Facility is undersecured or that the Prepetition Secured Lenders would not be paid in full under any plan of reorganization proposed in these cases. Accordingly, unlike many other prepetition claims, the Debtors are carrying this liability on their books as a liability not subject to compromise. In further support of this conclusion, the Plan Framework Support Agreement filed contemporaneously herewith proposes that the Prepetition Credit Facility would be refinanced and paid in full under an anticipated plan of reorganization. Furthermore and equally important, despite the two week curtailment to the Creditors' Committee deadline, the Debtors' believe that the Creditors' Committee would not be prejudiced by this relief because it has had ample opportunity over the last 14 months to investigate and assert any Lien Claims and Defenses against the Prepetition Secured Lenders.

29. Moreover, as previously noted, the savings under the Replacement Financing Facility would be significant. These considerable savings are offset by reasonable one-time refinancing fees. Indeed, the savings the Debtors would realize by refinancing the Existing Bank Debt should exceed the one-time fees and costs in less than two months. In addition, the Debtors will reimburse JPMorgan and the lead arrangers of the Replacement Financing Facility for reasonable costs and fees, and indemnify for any liability, incurred in connection with the refinancing, on the same terms as contained in the Existing DIP Facility. The reimbursement, indemnification, and fees are comparable to those sought by the other bidding investment bank group, and the Debtors believe the fees are representative of the market rates for such financing.

30. It is important to note, as mentioned above, that JPMorgan is undertaking the Replacement Financing Facility on a best efforts basis, and the offering of the facility is not being underwritten by JP Morgan. The rate decreases set forth above are thus not guaranteed, and represent JPMorgan's best estimate of the rates that will be obtained, based on JPMorgan's extensive experience in deals of this nature. The lack of underwriting on the Replacement Financing Facility, however, has enabled the Debtors to obtain the refinancing with the accompanying low fees set forth in the Term Sheet and described below.

31. Moreover, the refinancing of the Existing Bank Debt is permitted under the relevant transaction documents. Article 2.10 of the Prepetition Credit Agreement specifically permits the Debtors to prepay the Prepetition Credit Facility, and in connection with negotiations related to the consummation of the Existing DIP Facility, the Prepetition Secured Lenders waived their right to any prepayment penalties or premiums. Furthermore, paragraph 12(c) of the Final DIP Order permits prepayment of the Prepetition Credit Facility if such prepayment is part of a transaction in which the obligations of the Existing DIP Facility and the Prepetition Credit Facility are repaid or refinanced in whole.

32. The Debtors have been unable to obtain credit from any source on terms more favorable than those offered pursuant to the Replacement Financing Facility and, despite the Debtors' efforts, no proposal submitted was without a priming lien structure. As set forth above, the refinancing provides significant financial benefits with minimal delay, transaction cost, and disruption because the Debtors have selected JPMorgan to act as agent for the refinancing in full. Although the Replacement Financing Facility will continue with the same priming lien structure as the Existing DIP Facility, the refinancing of the Prepetition Credit Facility will not impair, in any material respect, the lien positions of other holders of secured

claims relative to such facilities. Indeed, the liens primed under the Existing DIP Facility that were pari passu with the Prepetition Secured Lenders' liens will now be pari passu with the Second-Priority Term Loan. The Replacement Financing Facility thus represents the best alternative available to the Debtors for reducing their financing costs, and is fair and reasonable.

Applicable Law

A. This Court Should Authorize The Proposed Replacement Financing Facility

(a) The Replacement Financing Facility Is Appropriate Under Section 364(c) Of The Bankruptcy Code

33. The Debtors propose to obtain the Replacement Financing Facility by providing security interests and liens as set forth above pursuant to sections 364(c) of the Bankruptcy Code. The statutory requirement for obtaining postpetition credit under section 364(c) is a finding, made after notice and hearing, that the debtors are "unable to obtain unsecured credit allowable under section 503(b)(1) of the [the Bankruptcy Code]." 11 U.S.C. § 364(c). This Court has already made this finding in entering the Final DIP Order and the proposals received from JPMorgan and the other investment bank group substantiate the Court's finding.

34. Section 364(c) financing is appropriate when the trustee or debtor-in-possession is unable to obtain unsecured credit allowable as an ordinary administrative claim. See In re Ames Dep't Stores, Inc., 115 B.R. 34, 37-39 (Bankr. S.D.N.Y. 1990) (debtor must show that it has made a reasonable effort to seek other sources of financing under sections 364(a) and (b) of the Bankruptcy Code); In re Crouse Group, Inc., 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987), (secured credit under section 364(c)(2) of the Bankruptcy Code is authorized, after notice and hearing, upon showing that unsecured credit cannot be obtained).

35. Courts have articulated a three-part test to determine whether a debtor is entitled to financing under section 364(c) of the Bankruptcy Code. Specifically, courts look to whether

- (a) the debtor is unable to obtain unsecured credit under section 364(b), i.e., by allowing a lender only an administrative claim;
- (b) the credit transaction is necessary to preserve the assets of the estate; and
- (c) the terms of the transaction are fair, reasonable, and adequate, given the circumstances of the debtor-borrower and the proposed lender.

In re Ames Dep't Stores, 115 B.R. at 37-39. This Court found that these conditions were met when it entered the Final DIP Order. Because the Replacement Financing Facility is merely a refinancing of the obligations already approved, this Court's findings should continue to apply.

(b) The Replacement Financing Facility Is Appropriate Under Section 364(d) Of The Bankruptcy Code

36. Section 364(d)(1) provides that the court may, after notice and a hearing, authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if—

- (a) the trustee is unable to obtain credit otherwise; and
- (b) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

11 U.S.C. § 364(d)(1). The determination of adequate protection is a fact-specific inquiry to be decided on a case-by-case basis. In re Mosello, 195 B.R. 277, 288 (Bankr. S.D.N.Y. 1996). "Its application is left to the vagaries of each case . . . but its focus is protection of the secured creditor from diminution in the value of its collateral during the reorganization process." Id. (quoting In re Beker Indus. Corp., 58 B.R. 725, 736 (Bankr. S.D.N.Y. 1986)).

37. In this case, the Debtors have already established that they are unable to get credit without priming liens. The priming lien structure under the Replacement Financing Facility, including the adequate protection provided to parties whose liens are primed, will continue essentially unchanged from the Existing DIP Facility. A key change to this structure is that the effect of the priming liens will be lessened going forward because the Prepetition Secured Debt will be refinanced as the Second-Priority Term Loan. The resultant increase in the size of the DIP facility should not adversely impact other parties because any liens primed under the Existing DIP Facility will continue in the same relative priority as provided in the Final DIP Order.

(c) Compliance With General Order No. M-274

38. In compliance with the Guidelines for Financing Requests (the "Guidelines"), adopted under General Order No. M-274 of the Board of Judges for the Southern District of New York, the Debtors hereby disclose that the refinancing in full of the Prepetition Credit Facility is an "Extraordinary Provision" within the meaning of section II(A) of the Guidelines. The Debtors submit that, due to the significant benefits to be obtained for their estates through entry into the Replacement Financing Facility, the Debtors have shown substantial cause in compliance with the Guidelines. Bankruptcy Courts in the Southern District of New York have regularly approved debtor in possession financing facilities that were used, in part, to repay existing secured credit obligations. See e.g., In re Delta Air Lines, Inc., Case No. 05-17923 (PCB) (Bankr. S.D.N.Y. Oct. 6, 2005) (Docket No. 652); In re Winn-Dixie Stores, Inc., Case No. 05-11063 (RDD) (Bankr. S.D.N.Y. March 23, 2005) (Docket No. 501); In re Footstar, Inc., Case No. 04-22350 (ASH) (Bankr. S.D.N.Y. May 25, 2004) (Docket No. 621); In

re Solutia Inc., Case No. 03-17949 (PCB) (Bankr. S.D.N.Y. Jan. 16, 2004) (Docket No. 278); In re Twinlab Corp., Case No. 03-15564 (CB) (Bankr. S.D.N.Y. Sept. 25, 2003) (Docket No. 80).

39. Despite the guidance provided by Guidelines, it is important to note that the proposed refinancing does not preserve a party's right to unwind the paydown of the prepetition debt owed to the Prepetition Secured Lenders. Specifically, the Guidelines suggest that an "order approving a rollup must ordinarily reserve the right of the Court to unwind the paydown of the prepetition debt in the event that there is a timely and successful challenge to the validity, enforceability, extent, perfection, and (where appropriate) priority of the prepetition lender's claims or liens, or a determination that the prepetition debt was undersecured as of the petition date." Nevertheless, the Debtors have determined that this relief is appropriate. First, unlike a typical case – which is what the Guidelines generally address – the refinancing of the Existing Bank Debt is not occurring on the first day of the Debtors' cases, when little is known about the nature of the Prepetition Secured Lenders' liens. To the contrary, these cases have been ongoing for over 14 months. During this time there has been ample opportunity for parties-in-interest (and in particular the Creditors' Committee) to analyze their claims and defenses and to otherwise examine the validity and enforceability of the Prepetition Secured Lenders' liens. Second, under the facts and circumstances of these cases, the Debtors do not believe that it is conceivable that the Prepetition Credit Facility is undersecured. Indeed, as mentioned above, the Debtors even record the liability on account of the Prepetition Credit Facility as a liability that is not subject to compromise, i.e., that debt is anticipated to be paid in full pursuant to a confirmed plan of reorganization. Accordingly, termination of the right to assert the Lien Claims and Defenses is appropriate at this time. To the extent that any other provisions of the Replacement Financing Facility are Extraordinary Provisions within the meaning of the Guidelines, those

provisions will be disclosed in the proposed order granting this Motion as such and remain substantially unchanged from the Final DIP Order as already approved.

(d) Continued Use Of Cash Collateral

40. The Debtors continue to use the cash generated in the ordinary course of their businesses to finance their operations and to make essential payments such as employee salaries, payroll, taxes, and the purchase of goods and materials. Section 363(c)(2) of the Bankruptcy Code provides that a debtor-in-possession may not use this "cash collateral" unless-

(A) each entity that has an interest in such collateral consents; or

(B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

11 U.S.C. § 363(c)(2). The Debtors were authorized to use cash collateral under the Final DIP Order. While limitations on the use of the Debtors' cash collateral would be largely obviated by the refinancing of the Prepetition Credit Facility, the Debtors, out of an abundance of caution, seek approval for continued use of cash collateral to the extent any other party may assert an interest in such collateral. To the extent that a party does have such an interest in the Debtors' cash collateral, that party will be afforded the same adequate protection to which it was entitled under the Final DIP Order.

(e) Application Of The Business Judgment Standard

41. As described above, after appropriate investigation and analysis and given the exigencies of the circumstances, the Debtors' management has concluded that entering into the Replacement Financing Facility would be beneficial to the Debtors' estates. This decision is supported by the multi-million dollar monthly savings in financing costs to be attained through the Replacement Financing Facility. Bankruptcy courts routinely defer to the debtor's business judgment on most business decisions, including the decision to borrow money. See Group of

Institutional Investors v., Milwaukee St. Paul & Pac. R.R. Co., 318 U.S. 523, 550 (1943); In re Simasko Prod. Co., 47 B.R. 444, 449 (Bankr. D. Colo. 1985). In considering whether a debtor has exercised its business judgment, a court is not free to second-guess particular provisions but rather determines whether the proposed action "as a whole is within reasonable business judgment." In re Crowthers McCall Pattern, Inc., 114 B.R. 877, 888 (Bankr. S.D.N.Y. 1990).

42. The Second Circuit has held that, although the Bankruptcy Court sits as an "overseer of the wisdom with which the bankruptcy estate's property is being managed by the . . . debtor-in-possession," it must nevertheless resist becoming "arbiter of disputes between creditors and the estate." In re Orion Pictures Corp., 4 F.3d 1095, 1098-99 (2d Cir. 1993). Once the debtor articulates a valid business justification, a presumption arises that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company." In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992). Thereafter, "[p]arties opposing the proposed exercise of a debtor's business judgment have the burden of rebutting the presumption of validity." *Id.* To satisfy its burden, it is not enough for an objector simply to raise and argue an objection. Rather, an objector "is required to produce some evidence respecting its objections." In re Lionel Corp., 722 F.2d 1063, 1071 (2d Cir. 1983).

43. The Debtors have exercised sound business judgment in determining that the Replacement Financing Facility is appropriate. The terms of the Replacement Financing Facility are fair and reasonable, are on more favorable terms than the Existing Bank Debt, will save the Debtors millions of dollars per month, and are thus in the best interests of the Debtors' estates. Accordingly, the Debtors should be granted authority to enter into the Replacement Financing Facility and borrow funds on the secured, administrative super-priority and priming

basis described above, pursuant to sections 363 and 364 of the Bankruptcy Code, and take the other actions contemplated by the Replacement Financing Facility and as requested herein.

B. Request For Modification Of Automatic Stay

44. Section 362 of the Bankruptcy Code provides for an automatic stay upon the filing of a bankruptcy petition pursuant to the Bankruptcy Code. The proposed Replacement Financing Facility, like the Existing DIP Facility that it refinances, contemplates a modification of the automatic stay (to the extent applicable), to: (a) authorize, but not require, the Replacement DIP Lenders to file financing statements, deeds of trust, mortgages, or other similar documents to evidence, validate, and perfect the Replacement DIP Lenders' security interests granted to them under the Replacement Financing Facility; (b) give the Debtors any notice provided for in the Replacement Credit Agreement; (c) permit the Replacement DIP Lenders to execute upon their security interests or exercise other remedies under the loan documents upon the occurrence of an event of default (as defined in the Replacement Credit Agreement), after giving five business days' notice in writing, served by hand or telefax upon this Court, the Debtors' counsel, any trustee of the Debtors, if appointed, counsel for any official creditors' committee, and the U.S. Trustee; and (d) permit the Replacement DIP Lenders to take such other actions required or permitted by the loan documents. Stay modification provisions of this kind are ordinary and standard features of postpetition debtor-in-possession financing facilities and, in the Debtors' business judgment, are reasonable under the current circumstances.

C. The Replacement Financing Facility Should Be Accorded The Benefits Of Section 364(e)

45. No consideration is being provided to any party to, or guarantor of, obligations arising under the Replacement Financing Facility, other than as disclosed in the Term

Sheet. Accordingly, the Replacement Financing Facility should be accorded the benefits of section 364(e) of the Bankruptcy Code for all the reasons set forth herein.

D. Waiver Of The Ten-Day Stay Provided By Bankruptcy Rule 6004

46. Bankruptcy Rule 6004(g) provides: "An order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise." Courts in this district have waived this ten-day stay upon a showing of business need. See In re Adelphia Commc'ns Corp., 327 B.R. 143, 175 (Bankr. S.D.N.Y. 2005) ("As I find that the required business need for a waiver has been shown, the order may provide for a waiver of the 10-day waiting period under Fed. R. Bankr. P. 6004(g)."); In re PSINet Inc., 268 B.R. 358, 379 (Bankr. S.D.N.Y. 2001) (requiring demonstration of "a business exigency" for a waiver of the ten-day stay under Bankruptcy Rule 6004(g)). As stated above, the Debtors would save approximately \$8 million per month in financing costs under the Replacement Financing Facility which equates to significant savings if the Court relieves the Debtors from the ten-day stay. The Debtors accordingly assert that a waiver of the ten-day stay provided by Bankruptcy Rule 6004 would benefit the Debtors and all parties-in-interest.

Notice Of Motion

47. Notice of this Motion has been provided in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (Docket No. 5418) (the "Supplemental Case Management Order"), as well as Fed. R. Bankr. P. 4001. In addition, the Debtors have served, among other parties, the setoff claimants and

objectors to the motion for approval of the Existing DIP Facility. The Debtors have also provided notice to the agent for the Prepetition Credit Facility and all of the known Prepetition Secured Lenders currently holding positions in the Prepetition Credit Facility as of December 13, 2006. The Debtors have submitted the proposed Order Scheduling Non-Omnibus Hearings On Debtors' Plan Investment And Framework Support Approval Motion And Dip Refinancing Motion (the "Scheduling Order"), setting the hearing for this Motion on January 5, 2007 (the "January 5 Hearing"). The Scheduling Order provides that parties-in-interest will have until January 2, 2007 at 4:00 p.m. (Prevailing Eastern Time) to file an objection. In light of the nature of the relief requested, the Debtors submit that no other or further notice is necessary.

Memorandum Of Law

48. Because the legal points and authorities upon which this Motion relies are incorporated herein, the Debtors respectfully request that the requirement of the service and filing of a separate memorandum of law under Local Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York be deemed satisfied.

WHEREFORE the Debtors respectfully request that the Court enter an order (a) authorizing the Debtors to refinance the Existing DIP Facility and Prepetition Lender Debt by entering into the Replacement Financing Facility and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

- and -

SHEARMAN & STERLING LLP

By: /s/ Andrew V. Tenzer  
Douglas P. Bartner (DB 2301)  
Andrew V. Tenzer (AT 2263)  
599 Lexington Avenue  
New York, New York 10022  
(212) 848-4000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

**Delphi Corporation**

**Summary of Terms and Conditions for  
Priming Credit Facility  
in the Amount of \$4,495,820,240.59**

- Borrower:** Delphi Corporation, a Delaware corporation, as a Debtor-in-Possession in a case (the “Debtor’s Case”) pending under Chapter 11 of the Bankruptcy Code (the “Borrower” or “Debtor”).
- Guarantors:** The obligations of the Borrower shall be guaranteed by substantially all of the direct and indirect domestic subsidiaries (which shall include all of the filed subsidiaries, with specific exceptions set forth in the loan documents (collectively, the “Agreement”) of the Borrower (each a “Guarantor” and collectively the “Guarantors”), and each of which will be a Debtor-in-Possession in a case (collectively, the “Guarantors’ Cases” and, together with the Debtor’s Case, the “Cases”) pending under Chapter 11 of the Bankruptcy Code.
- Lead Arrangers:** With respect to the First Priority Facilities (as defined below), J.P. Morgan Securities Inc. (“JPMorgan”), Citigroup Global Markets, Inc. and Deutsche Bank Securities Inc., and with respect to the Tranche C Term Loan, JPMorgan (collectively, in such capacities, the “Lead Arrangers”), with JPMorgan given “left placement” in all documentation and other materials relating to the Loans.
- Joint Bookrunners:** With respect to the First Priority Facilities, JPMorgan, Citigroup Global Markets, Inc. and Deutsche Bank Securities Inc., and with respect to the Tranche C Term Loan, JPMorgan, Merrill Lynch, Pierce, Fenner & Smith Incorporated and UBS Securities LLC (collectively, in such capacities, the “Joint Bookrunners”, and together with the Lead Arrangers, the “Arrangers/Bookrunners”).
- Administrative Agent:** With respect to the First Priority Facilities and the Tranche C Term Loan, JPMorgan Chase Bank, N.A. (“JPMCB”, in such capacity, the “Administrative Agent”).
- Syndication Agent:** With respect to the First Priority Facilities, Citicorp USA, Inc. (“CUSA”, in such capacity, the “Syndication Agent”, and, together with the Administrative Agent, the “Agents”).
- Documentation Agent:** With respect to the First Priority Facilities, Deutsche Bank AG New York Branch (“DBAGNY”, in such capacity, a “Documentation Agent”).
- Lenders:** A syndicate of banks, financial institutions and other entities in consultation with the Borrower (including JPMCB), arranged by the Arrangers/Bookrunners (collectively, the “Lenders”), which syndicate shall include each of the Arrangers/Bookrunners or their respective affiliates.
- Commitment:** A total commitment of \$4,495,820,240.59 (the “Commitment”), comprised of three separate tranches as follows: (i) Tranche A shall be a first priority revolving commitment of \$1,750,000,000 (“Tranche A” or the “Revolving Facility”), (ii) Tranche B shall be a first priority term loan commitment of \$250,000,000 (“Tranche B” or the “Tranche B Term Loan”, together with the Revolving Facility, the “First Priority Facilities”) and (iii) Tranche C shall be a

second priority term loan commitment of \$2,495,820,240.59 ("Tranche C" or the "Tranche C Term Loan" and, together with the Revolving Facility and the Tranche B Term Loan, the "Facility", and any borrowings under the Facility hereinafter referred to as the "Loans").

Letters of Credit:

Up to \$325,000,000 of the Revolving Facility shall be available for the issuance of letters of credit (the "Letters of Credit") by JPMCB (or any of its banking affiliates) or such other Lenders (which other Lenders shall be reasonably satisfactory to the Administrative Agent) as may agree with the Company to act in such capacity (in such capacity, the "Issuing Lenders"). No Letter of Credit shall have an expiration date after the earlier of (a) one year after the date of issuance and (b) 180 days after the Maturity Date (as hereinafter defined), provided that any Letter of Credit with a one-year tenor may provide for the renewal thereof for additional one-year periods (which shall in no event extend beyond the date referred to in clause (b) above).

Drawings under any Letter of Credit shall be reimbursed by the Borrower (whether with its own funds or with the proceeds of Loans under the Revolving Facility) on the next business day. To the extent that the Borrower does not so reimburse the Issuing Lender, the Lenders under the Revolving Facility shall be irrevocably and unconditionally obligated to reimburse the Issuing Lender on a pro rata basis.

If the Termination Date (as hereinafter defined) occurs prior to the expiration of any Letter of Credit, each such Letter of Credit shall be replaced and returned to the Issuing Lender undrawn and marked "canceled" on or prior to the Termination Date, or, to the extent that the Borrower is unable to replace any of the Letters of Credit, such Letters of Credit shall be (a) secured by a back-to-back letter of credit that is in an amount equal to 105% of the face amount of such Letters of Credit, in a form that is reasonably satisfactory to the Administrative Agent and the Issuing Lender and issued by a bank that is reasonably satisfactory to the Administrative Agent and the Issuing Lender, or (b) cash collateralized in an amount equal to 105% of the face amount of such Letters of Credit ("Cash Collateralization") by the deposit of cash in such amount into an account established by the Borrower under the sole and exclusive control of the Administrative Agent ("Letter of Credit Account"), such cash to be promptly remitted to the Borrower upon the expiration or cancellation (or backstop as set forth in clause (a) above) of the related Letter of Credit or other termination or satisfaction of the Borrower's reimbursement obligations.

Purpose:

The First Priority Facilities shall be available (i) to pay in full all obligations under the Revolving Credit, Term Loan and Guaranty Agreement dated as of November 21, 2005 (as amended, restated, modified or waived from time to time, the "Existing DIP Credit Agreement") by and among the Borrower, the lenders party thereto (the "Existing DIP Lenders") (such repayment in full, the "DIP Facility Refinancing"), (ii) for working capital for the Borrower and its domestic and foreign subsidiaries and for other general corporate purposes, including, without limitation, to make pension contributions and (iii) to pay related transaction costs, fees and expenses and to pay restructuring costs. The Tranche C Term Loan shall be available to pay in full all obligations under the 5-Year Third Amended and Restated Credit Agreement dated as of June 14, 2005 (the "Existing Pre-Petition Agreement") by and among the Borrower, the lenders party thereto (the "Existing Pre-Petition Secured Lenders") and JPMCB, as

administrative agent (such repayment in full, the “Pre-Petition Facility Refinancing”, and together with the DIP Facility Refinancing, the “Refinancing”).

Term:

Borrowings shall be repaid in full and the Commitment shall terminate, at the earliest of (i) December 31, 2007 (the “Maturity Date”), (ii) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the effective date) of a plan of reorganization (a “Plan”) that is confirmed pursuant to an order entered by the United States Bankruptcy Court for the Southern District of New York or any other court having jurisdiction (the “Court”) over the Cases of the Borrower or the Guarantors (the “Consummation Date”) and (iii) the acceleration of the loans and the termination of the Commitment in accordance with the Agreement hereinafter referred to (together with the Maturity Date and the Consummation Date, the “Termination Date”). Upon the occurrence of the Termination Date, the Loans and other obligations shall be repaid in full.

Priority and Liens:

The structure of the Approval Order shall be designed to maintain in all material respects the relative priority of liens of third-party creditors (including, without limitation, setoff claimants) with respect to the Facility that such parties have with respect to the Existing DIP Credit Agreement and Existing Pre-Petition Credit Agreement under the Existing DIP Order.

All direct borrowings and reimbursement obligations under Letters of Credit and other obligations under the Facility (and all obligations owing to Lenders (or their banking affiliates) in respect of cash management services and hedging transactions permitted under the Agreement), and all guaranties of the foregoing by the Guarantors, shall at all times:

- (i) pursuant to Section 364(c)(1) of the Bankruptcy Code, be entitled to joint and several superpriority claim status in the Cases;
- (ii) pursuant to Section 364(c)(2) of the Bankruptcy Code, be secured by a perfected first priority lien on all property of the Borrower and the Guarantors’ respective estates in the Cases that is not subject to valid, perfected and non-avoidable liens in existence at the time the Approval Order (as defined below) is entered, including without limitation, all inventory, accounts receivable, general intangibles, chattel paper, owned real estate, real property leaseholds, fixtures and machinery and equipment, deposit accounts, patents, copyrights, trademarks, tradenames, rights under license agreements, and other intellectual property and capital stock of subsidiaries of the Borrower and the Guarantors, and on all cash maintained in the Letter of Credit Account, excluding avoidance actions and joint venture interests with respect to which a valid prohibition on pledging exists (it being understood that, notwithstanding such exclusion of joint venture interests, the proceeds of such interests shall be subject to such liens under Section 364(c)(2) of the Bankruptcy Code and available to repay the Loans and all other obligations under the Facility);
- (iii) pursuant to Section 364(c)(3) of the Bankruptcy Code, be secured by a perfected junior lien on all property of the Borrower and the Guarantors’ respective estates in the Cases, that is subject to valid, perfected and non-avoidable liens in existence at the time the Approval Order is entered

solely to the extent that the order of the Court dated October 28, 2005 approving the Existing DIP Credit Agreement (the "Existing DIP Order") provides that such liens are senior in priority to the DIP Liens (as defined in the Existing DIP Order, the "Existing DIP Liens");

- (iv) pursuant to Section 364(d)(1) of the Bankruptcy Code, be secured by a perfected first priority, senior priming lien on all of the property of the Borrower and the Guarantors' respective estates in the Cases (including, without limitation, inventory, accounts receivable, general intangibles, chattel paper, owned real estate, real property leaseholds, fixtures and machinery and equipment, deposit accounts, patents, copyrights, trademarks, tradenames, rights under license agreements, and other intellectual property and capital stock of subsidiaries) that is subject to existing liens that pursuant to the terms of the Existing DIP Order are subject and subordinate to the Existing DIP Liens, including, without limitation, all Replacement Liens and Debtor Liens (as each such term is defined in the Existing DIP Order), and any adequate protection liens under the Existing DIP Order, which existing liens, rights and interests (the "Primed Liens") shall be primed by and made subject and subordinate to the perfected first priority senior liens to be granted to the Administrative Agent, which senior priming liens in favor of the Administrative Agent shall also prime any liens granted under the Approval Order or thereafter to provide adequate protection in respect of any of the Primed Liens;

provided, however, that the superpriority claims granted under the Approval Order in respect of obligations under the First Priority Facilities shall be senior in priority to the superpriority claims granted under the Approval Order in respect of obligations under the Tranche C Term Loan;

provided, further, that all liens granted under the Approval Order to the Administrative Agent and the Lenders to secure obligations under the First Priority Facilities shall be senior in priority to all liens granted under the Approval Order to the Administrative Agent and the Lenders to secure obligations under the Tranche C Term Loan;

provided, further, that any Primed Liens that under the Existing DIP Order were subject and subordinate only to the Existing DIP Liens, but not to the liens held by the Pre-Petition Secured Lenders (the "Existing Pre-Petition Secured Lenders' Liens") shall be subject and subordinate to the liens securing the Facility under the Approval Order as set forth in clause (iv) above only in respect of the First Priority Facilities, and such Primed Liens shall have the same priority relative to the liens securing the Tranche C Loan that such Primed Liens had relative to the Existing Pre-Petition Secured Lenders' Liens under the Existing DIP Order;

provided, further, that the Borrower shall not be required to pledge in excess of 65% of the voting capital stock of its direct foreign subsidiaries or any of the capital stock or interests of indirect foreign subsidiaries (if, in the good faith judgment of the Borrower, adverse tax consequences would result to the Borrower); and

subject in each case only to the Carve-Out. The "Carve-Out" shall mean (i) all

fees required to be paid pursuant to 28 U.S.C. §1930 and Section 726(b) of the Bankruptcy Code, (ii) in the event of the occurrence and during the continuance of an Event of Default, the payment of allowed and unpaid professional fees and disbursements incurred by the Borrower, the Guarantors and any statutory committees appointed in the Cases, and Post-Order Transaction Expenses (as defined below), in an aggregate amount not in excess of \$35,000,000 and (iii) all unpaid professional fees and disbursements, and Post-Order Transaction Expenses, incurred or accrued when no Event of Default is continuing that are either (x) reflected in the most recent Borrowing Base Certificate (as defined below) or (y) incurred after the date of such Borrowing Base Certificate in an aggregate amount not to exceed \$5,000,000, in each case to the extent allowed by the Bankruptcy Court at any time. Notwithstanding the foregoing, so long as an Event of Default shall not have occurred and be continuing, the Borrower and the Guarantors shall be permitted to pay compensation and reimbursement of expenses allowed and payable under 11 U.S.C. § 330 and § 331, as the same may be due and payable, and the same shall not reduce the Carve-Out.

“Post-Order Transaction Expenses” shall mean Transaction Expenses (as defined in the Equity Commitment and Purchase Agreement (the “ECPA”) that is attached to the “Plan Investment And Framework Support Approval Motion”, filed with the Bankruptcy Court concurrently with the motion to approve the Facility) incurred from and after the date that an order is entered approving the ECPA.

Conditions to Priming and Use  
of Cash Collateral; Exercise of  
Setoff Rights by Setoff  
Claimants:

The parties (the “Primed Parties”) whose liens are primed as described in clause (iv) of “Priority and Liens” above, and the cash proceeds of whose prepetition collateral shall be authorized for use by the Borrower and the Guarantors as described under “Use of Cash Collateral” below (including, without limitation, any Setoff Claimants who remitted their Pre-Petition Payables (as each such term is defined in the Existing DIP Order) to the Borrower or a Guarantor and received adequate protection in respect thereof under the Existing DIP Order), shall receive adequate protection substantially identical in form and substance to the adequate protection provided for in the Existing DIP Order to the extent the obligations to such parties remain outstanding after giving effect to the Refinancing.

In addition, the provisions of the Existing DIP Order with respect to the exercise of Setoff Rights (as defined therein) shall be incorporated in substantially the same form into the Approval Order.

Use of Cash Collateral:

The Commitment shall not be available for use by the Borrower unless the Court shall have authorized the use by the Borrower and the Guarantors of proceeds of pre-petition collateral that constitutes “cash collateral” (within the meaning of the Bankruptcy Code) in respect of the Primed Liens. The Commitment shall not be available for direct borrowings unless the Borrower shall at that time have the use of such cash collateral for the purposes that are described under “Purpose” above.

Depository Relationship:

JPMCB shall continue to be the principal concentration bank of the Borrower and the Guarantors.

<u>Tranche A Commitment Fee:</u>	3/8 of 1% per annum on the unused amount of the Tranche A Commitment (with the issuance of Letters of Credit being treated as usage of the Commitment) payable monthly in arrears commencing on the date of the commencement of the Cases.
<u>Nature of Fees:</u>	Non-refundable under all circumstances once paid.
<u>Letter of Credit Fees:</u>	2.50% per annum on the outstanding face amount of each Letter of Credit <u>plus</u> customary fees for fronting, issuance, amendments and processing, payable quarterly in arrears to the Issuing Lender for its own account.
<u>Interest Rate:</u>	JPMCB's Alternate Base Rate (" <u>ABR</u> ") <u>plus</u> (i), with respect to Tranche A borrowings, 1.50%, (ii) with respect to Tranche B borrowings, 1.50% and (iii) with respect to Tranche C borrowings, 2.25%, or, at the Borrower's option, LIBOR <u>plus</u> (x), with respect to Tranche A borrowings, 2.50%, (y) with respect to Tranche B borrowings, 2.50% and (z) with respect to Tranche C borrowings, 3.25%, for interest periods of 1, 3 or 6 months; interest shall be payable monthly in arrears, on the Termination Date and thereafter on demand.
<u>Default Interest:</u>	Upon the occurrence and during the continuance of any default in the payment of principal, interest or other amounts due under the Agreement (including, without limitation, in respect of Letters of Credit), interest shall be payable on demand at 2% above the then applicable rate.
<u>Borrowing Base:</u>	The sum of the aggregate outstanding amount of direct Tranche A borrowings <u>plus</u> the undrawn amount of outstanding Tranche A Letters of Credit issued for the account of the Borrower (including unreimbursed draws) <u>plus</u> the aggregate outstanding amount of direct Tranche B Term Loan borrowings shall at no time exceed the Borrowing Base. The Borrowing Base shall be substantially as set forth in the Existing DIP Credit Agreement, and Borrowing Base Certificates shall be delivered as set forth in the Existing DIP Credit Agreement.
<u>Minimum Revolver Borrowing:</u>	\$1,000,000 for direct borrowing of ABR Loans and \$5,000,000 for direct borrowing of LIBOR Loans; the Administrative Agent must receive three business days' notice (received by the Administrative Agent by 1:00 p.m., New York City time) for LIBOR Loans. Same day borrowings of ABR Loans will be available if notice is received by the Administrative Agent no later than 12:00 p.m., New York City time, on such day.
<u>Mandatory Pre-payments and Cash Collateralization:</u>	If on any date the Borrower or any Guarantor shall receive Net Cash Proceeds (as defined in the Agreement) from (i) any Asset Sale (as defined in the Agreement) or (ii) any Recovery Event (as defined in the Agreement) (except to the extent that Net Cash Proceeds received in connection with such Recovery Event are applied within 180 days of receipt thereof to the replacement or repair of the assets giving rise thereto), and in each case, the aggregate amount of all Net Cash Proceeds from Asset Sales and Recovery Events received by the Borrower and the Guarantors from Asset Sales and Recovery Events occurring on and after the Closing Date (as defined in the Agreement) exceeds \$125,000,000, then (without duplication of any reduction to the Borrowing Base as a result of such Asset Sale or Recovery Event) an amount equal to 66-2/3% of such Net Cash Proceeds received on such date shall be promptly, and in any event, within 10 days after such date, at the Company's option, either (i) first, applied to the prepayment of the Tranche B Loans, second, applied to the

prepayment of the Tranche A Loans (with a corresponding permanent reduction of the Tranche A Commitments) and third, subsequent to the repayment in full of the outstanding Loans under the Revolving Facility and the Tranche B Term Loan, the replacement, termination or cash collateralization of all Letters of Credit and the termination of all commitments under the Revolving Facility (the "First Priority Payout Date") and to the extent permitted by the Approval Order, applied to the prepayment of the Tranche C Term Loan or (ii) deposited into a cash collateral account maintained with the Administrative Agent for the benefit of the holders of liens and claims granted under the Approval Order in the order of priority set forth therein; provided that the Borrower shall be permitted to request approval of the Bankruptcy Court to use such proceeds in accordance with Section 363 of the Bankruptcy Code so long as such uses are permitted under the Agreement and subject to the rights of parties in interest to contest such request.

Mandatory prepayments shall also be required to the extent that the sum of the Borrower's direct Tranche A borrowings plus the undrawn amount of outstanding Tranche A Letters of Credit (including unreimbursed draws) plus the aggregate outstanding amount of direct Tranche B Term Loan borrowings exceeds the lesser of (x) the Borrowing Base and (y) the aggregate Commitment in respect of the First Priority Facilities. If, after giving effect to any such prepayment in full of direct borrowings under the First Priority Facilities, the sum of the undrawn amount of outstanding Letters of Credit (including unreimbursed draws) exceeds either the amount calculated in clause (x) or clause (y) above, Cash Collateralization in the Letter of Credit Account is required in the amount of such excess.

Optional Prepayment:

Amounts may be prepaid in integral multiples of \$1,000,000 without penalty (except for any breakage costs associated with LIBOR Loans) upon (x) same business day's notice for ABR Loans and (y) three business days' notice for LIBOR Loans. Such optional prepayments shall be applied (A) first, at the Company's option, to (i) repay the outstanding Loans under the Revolving Facility (with no corresponding permanent reduction in the Revolving Facility Commitment) and (ii) repay the Tranche B Term Loan and (B) second, subsequent to the First Priority Payout Date and to the extent permitted by the Approval Order, to repay the Tranche C Term Loan.

Conditions of Initial Extension of Credit:

The obligation to provide the initial extension of credit shall be subject to the satisfaction (or waiver) of the following conditions:

- (a) Entry of an order of the Court in substantially the form set forth as an Exhibit to the Agreement (the "Approval Order") on an application or motion by the Borrower that is reasonably satisfactory in form and substance to the Agents, which Approval Order shall have been entered, approving the transactions contemplated herein and granting the superpriority claim status and senior priming and other liens referred to above, which Approval Order (x) shall authorize the use of any cash collateral to the same extent as under the Existing DIP Order and provide for adequate protection in favor of the Primed Parties as set forth under "Conditions to Priming and Use of Cash Collateral" above, (y) shall approve the payment by the Borrower of all of the fees provided for herein and the Fee Letters referred to below and (z) shall

not have been vacated, reversed, modified, amended or stayed;

- (b) Receipt of closing documents (including security documents granting the liens in favor of the Administrative Agent contemplated hereby) reasonably satisfactory in form and substance to the Agents;
- (c) Legal opinion of counsel to the Borrower and the Guarantors in form and substance reasonably satisfactory to the Agents;
- (d) Receipt of such UCC searches (including tax liens and judgments) conducted in the jurisdictions in which the Borrower and the Guarantors are organized and conduct business as the Agent may reasonably request and as may reasonably be obtained (dated as of a date reasonably satisfactory to the Agents), reflecting the absence of liens and encumbrances on the assets of the Borrower and the Guarantors except as permitted under the Agreement and as may otherwise be reasonably satisfactory to the Agents;
- (e) There shall have been paid to the Agents all fees owed to the Agents, the Lenders and the Arrangers/Bookrunners as set forth in the Agreement and each Fee Letter dated the date hereof among the Company, each Lead Lender and its affiliated Arranger/Bookrunner (collectively, the "Fee Letters") and otherwise as referenced herein; and
- (f) All corporate and judicial proceedings and all instruments and agreements in connection with the transactions among the Borrower, the Guarantors, the Administrative Agent and the Lenders contemplated by the Agreement shall be reasonably satisfactory in form and substance to the Administrative Agent and the Administrative Agent shall have received all information and copies of all documents or papers reasonably requested by the Administrative Agent.

Conditions of Each Extension of Credit:

The obligation to provide each extension of credit (including the initial extension of credit) shall be subject to the satisfaction (or waiver) of the following conditions:

- (a) The Approval Order shall be in full force and effect, and shall not have been vacated, reversed, modified, amended or stayed, or modified or amended in a manner that the Agents reasonably determine to be adverse to the interests of the Agents and the Lenders without the prior written consent of the Administrative Agent and the Required Lenders;
- (b) No Event of Default and no condition which would constitute an Event of Default with the giving of notice or lapse of time or both shall exist;
- (c) Representations and warranties shall be true and correct in all material respects on and at the date of each extension of credit except to the extent such representations and warranties relate to an earlier date;
- (d) Receipt of a notice of borrowing from the Borrower;
- (e) Receipt by the Administrative Agent of a certificate evidencing calculations under the Borrowing Base (a "Borrowing Base")

Certificate”) dated no more than 30 days prior to the extension of credit (or seven (7) days during a Reduced Availability Period (as defined in the Agreement)), which Borrowing Base Certificate shall include supporting schedules as reasonably required by the Administrative Agent; and

- (f) The Borrower shall have paid the balance of all fees then payable as referenced in the Fee Letters and herein.

The request by the Borrower for, and the acceptance by the Borrower of, each extension of credit under the Agreement shall be deemed to be a representation and warranty by the Borrower that the conditions specified above have been satisfied or waived.

Representations and Warranties: Substantially as set forth in the Existing DIP Credit Agreement (with such modifications as may be necessary or appropriate to reflect the different circumstances of this Facility).

Affirmative Covenants: Substantially as set forth in the Existing DIP Credit Agreement (with such modifications as may be necessary or appropriate to reflect the different circumstances of this Facility).

Negative Covenants: Substantially as set forth in the Existing DIP Credit Agreement (with such modifications as may be necessary or appropriate to reflect the different circumstances of this Facility).

Events of Default: Substantially as set forth in the Existing DIP Credit Agreement (with such modifications as may be necessary or appropriate to reflect the different circumstances of this Facility).

Yield Protection and Increased Costs; Taxes: Customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law and from the imposition of or changes in withholding or other taxes and (b) indemnifying the Lenders for “breakage costs” incurred in connection with, among other things, any prepayment of a LIBOR Loan on a day other than the last day of an interest period with respect thereto.

Costs and Expenses; Indemnification: The Borrower shall pay or reimburse the Agents and the Arrangers/Bookrunners (a) all reasonable out-of-pocket fees and expenses of the Agents and Arrangers/Bookrunners associated with the syndication of the facilities contemplated hereby and the preparation, execution, delivery and administration of the Agreement and related documentation and any amendment, modification or waiver of the provisions thereof (including the reasonable fees, disbursements and other charges of one lead counsel and local counsel) and (b) all fees and expenses of the Agents (including the fees, disbursement and other charges of counsel) and the Lenders in connection with the enforcement of the Agreement and related documentation.

The Borrower shall also pay or reimburse the Agents and Arrangers/Bookrunners for reasonable fees and expenses of the Agents and Arrangers/Bookrunners and their internal and third-party auditors, appraisers and consultants incurred in connection with the Agent’s (a) initial and ongoing Borrowing Base examinations, (b) analyses of the systems and processes of the

Borrower and analyses and valuation of the Borrowing Base assets, (c) periodic field examinations and appraisals, (d) monthly and other monitoring of assets and (e) all reasonable fees and expenses in connection with the issuance, amendment, renewal or extension of any Letter of Credit.

All payments or reimbursements pursuant to the foregoing paragraphs shall be payable promptly upon written demand (together with backup documentation supporting such reimbursement request).

The Agents, the Arrangers/Bookrunners and the Lenders (and their respective affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any loss, liability, claims, damages or expense (including reasonable fees, charges, and disbursements of any counsel) incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof (except resulting from the bad faith, gross negligence or willful misconduct of the indemnified person as determined by a court of competent jurisdiction by final and nonappealable judgment).

Assignments and Participations:

Agreement and Notes to be assignable by each of the Lenders to Eligible Assignees (as defined in the Agreement) subject to a minimum amount (unless otherwise agreed to by the Administrative Agent) of \$1,000,000. Each assignment shall be (i) subject to the prior written consent (not to be unreasonably withheld) of (x) the Administrative Agent, (y) in the case of an assignment of a Revolving Facility Commitment, the Issuing Lender, and (z) if after giving effect to such assignment, the assignee lender would have unused commitments and outstanding Loans equal to ten percent (10%) or more of the aggregate amount of the Facility, and so long as no Event of Default has occurred and is continuing, the Borrower and (ii) in the case of any assignment to a new lender after the primary syndication, made in consultation with the Borrower. The Administrative Agent will receive a processing and recordation fee of \$3,500 from each assignee with each assignment. Each assignment will be by novation. Each Lender shall have the right to sell participations in its loans, subject to customary voting limitations. Assignees and participants shall be entitled to the benefit of the yield protection and increased cost provisions referred to above only through proper notification to the Borrower and acceptance of the limitations imposed by the Agreement.

Voting:

Required Lenders (defined to mean Lenders holding at least a majority of the sum of the Revolving Facility Commitments plus outstanding borrowings under the Tranche B Term Loan), except as may be otherwise determined by the Agent and set forth in the Agreement. The Agreement will provide that if the Borrower requests an amendment which requires unanimous consent and such amendment is consented to by the Lenders holding at least 66-2/3% of (x) the sum of the Revolving Facility Commitments plus outstanding borrowings under the Tranche B Term Loan, (y) the sum of the Revolving Facility Commitments plus outstanding borrowings under the Tranche B Term Loan plus outstanding borrowings under the Tranche C Term Loan and (z) the affected tranche, if applicable, then with the consent of the Borrower and such requisite Lenders, the Agreement may be amended to replace the Lender(s) which did not consent to the amendment requested by the Borrower.

<u>Agency:</u>	Usual and customary agency provisions satisfactory to the Agents.
<u>Documentation:</u>	Reasonably satisfactory in form and substance to the Agents and the Borrower.
<u>Governing Law:</u>	New York, except as governed by the Bankruptcy Code.
<u>Counsel to the Administrative Agent and Arrangers/Bookrunners:</u>	Davis Polk & Wardwell

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x  
In re : Chapter 11  
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
Debtors. : (Jointly Administered)  
----- x

~~FINAL~~ ORDER UNDER 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2),  
364(c)(3), 364(d)(1), AND 364(e) AND FED. R. BANKR. P. 2002, 4001 AND ~~9014~~  
6004(g)(I) AUTHORIZING DEBTORS TO OBTAIN ~~POSTPETITION~~POST-  
PETITION FINANCING, ~~(H) TO UTILIZE CASH COLLATERAL AND (H)~~  
~~GRANTING ADEQUATE PROTECTION TO AND (II) AUTHORIZING DEBTORS~~  
TO REFINANCE SECURED POST-PETITION FINANCING AND PREPETITION  
SECURED PARTIES DEBT

(~~“FINAL DIP FINANCING~~REFINANCING ORDER”)

Upon the motion, dated ~~October 8, 2005~~December 18, 2006 (the “Motion”), of  
Delphi Corporation (the “Borrower”) and certain of its subsidiaries and affiliates, debtors  
and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), for  
~~interim and final orders~~an order under sections 105, 361, 362, 363(c), 364(c)(1),  
364(c)(2), 364(c)(3), 364(d)(1) and 364(e) of title 11 of the United States Code, 11  
U.S.C. §§ ~~101~~101-1330 as amended and in effect on October 8, 2005, et seq. (the  
“Bankruptcy Code”), and Rules 2002, 4001 and ~~9014~~6004(g) of the Federal Rules of  
Bankruptcy Procedure (the “Bankruptcy Rules”), seeking, among other things:

- (1) authorization for the Borrower to obtain post -petition  
financing (the “Financing”) to refinance its existing debtor-in-possession  
financing and certain pre-petition indebtedness of the Borrower, and for

all of the other Debtors (the “Guarantors”) to guaranty the Borrower’s obligations in connection with the Financing, up to the aggregate principal amount of \$~~2,000,000,000~~4,495,820,240.59 (the actual available principal amount at any time being subject to those conditions set forth in the DIP Documents (as defined below)), pursuant to a credit facility with JPMorgan Chase Bank, N.A. (“JPMCB”), acting as Administrative Agent (in such capacity, the “Agent”) for itself and a syndicate of financial institutions (together with JPMCB and including the fronting and issuing banks for the letters of credit, the “DIP Lenders”), and Citicorp USA, Inc. (“CUSA”) as Syndication Agent for the First Priority Facilities (as defined below), to be arranged by J.P. Morgan Securities Inc. and (“JPMorgan”), Citigroup Global Markets, Inc. (and Deutsche Bank Securities Inc. as Joint Lead Arrangers for the First Priority Facilities (the “First Priority Facilities Joint Lead Arrangers”), and JPMorgan as sole Lead Arranger for the Tranche C Term Loan (as defined below) (the “Tranche C Lead Arranger”, and together with the First Priority Facilities Joint Lead Arrangers, the “Joint Lead Arrangers”);

(2) authorization for the Debtors to execute and enter into the DIP Documents and to perform such other and further acts as may be required in connection with the DIP Documents;

(3) the ~~granting of adequate protection to the lenders (the “Pre-Petition Secured Lenders”)~~use of certain proceeds of the Financing to (a) irrevocably repay in full all outstanding loans under that certain Third

Amended and Restated Credit Agreement, dated as of June 14, 2005 (as heretofore amended, supplemented or otherwise modified, the “Pre-Petition Credit Agreement” and, together with the mortgages and all other documentation executed in connection therewith, the “Existing Pre-Petition Facility Documents”), among the Borrower, the several lenders from time to time party thereto (the “Pre-Petition Secured Lenders”), and JPMCB, as administrative agent for the Pre-Petition Secured Lenders (in such capacity, the “Pre-Petition Agent”); ~~and in connection with that certain Guarantee and Collateral Agreement,~~ (such repayment in full referred to herein as the “Pre-Petition Facility Refinancing”), the authorization of which constitutes an “Extraordinary Provision” under General Order No. M-274 of the United States Bankruptcy Court for the Southern District of New York (the “General Order”), and (b) irrevocably repay in full all loans and other obligations under that certain Revolving Credit, Term Loan and Guaranty Agreement dated as of ~~June 14, 2005,~~ by the Borrower and certain of its subsidiaries, in favor of the Pre-Petition Agent October 14, 2005 (as heretofore amended, supplemented or otherwise modified, the “~~Guarantee and Collateral Agreement~~” and, collectively with the Pre-Petition Existing DIP Credit Agreement, ~~and~~ and, together with the mortgages and all other documentation executed in connection therewith, the “Existing ~~Agreements~~”, ~~whose liens and~~ DIP Facility Documents”) by and among the Borrower, the several lenders from time to time party thereto (the “Existing DIP Lenders”), and JPMCB,

as administrative agent for the DIP Lenders (in such capacity, the “Existing DIP Agent”) (such repayment in full, the “DIP Facility Refinancing”, and together with the Pre-Petition Facility Refinancing, the “Refinancing”).

(4) the continuation of certain adequate protection with respect to various parties, whose liens, security interests or setoff rights were primed by the Existing DIP Facility Documents and are being primed by some or all of the Financing;

(45) continuation of the authorization for the Debtors to use cash collateral (as such term is defined in the Bankruptcy Code) in which ~~the Pre-Petition Secured Lenders~~certain parties have an interest, and the granting of adequate protection to ~~the Pre-Petition Secured Lenders~~such parties with respect to, *inter alia*, such use of their cash collateral and all use and diminution in the value of their interest ~~in the Pre-Petition Collateral (as defined below)~~therein;

~~(5) approval of certain stipulations by the Debtors with respect to the Existing Agreements and the liens and security interests arising therefrom, that are “Extraordinary Provisions” (each an “Extraordinary Provision”) under General Order No. M-274 of the United States Bankruptcy Court for the Southern District of New York (the “General Order”);~~

(6) permission to accelerate Borrowings and the termination of the Commitments under the DIP Credit Agreement upon (a) a Change of Control (as each such term is defined in the DIP Credit Agreement) or (b)

the entry of an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Borrower or any of the Guarantors which have a value in excess of \$20 million in the aggregate, which are Extraordinary Provisions under the General Order;

and

~~(7) subject and only effective upon the entry of a final order granting such relief,~~ the limitation of the Debtors' right to surcharge against collateral pursuant to section 506(c) of the Bankruptcy Code, which is an Extraordinary Provision under the General Order; and  
authorized under the Existing DIP Order (as hereinafter defined).

~~(8) pursuant to Bankruptcy Rule 4001, that an interim hearing (the "Interim Hearing") on the Motion be held before this Court to consider entry of the proposed interim order annexed to the Motion (the "Interim Order") (a) authorizing the Borrower, on an interim basis, to forthwith borrow or obtain letters of credit from the DIP Lenders under the DIP Documents up to an aggregate principal or face amount not to exceed \$950,000,000 (subject to any limitations of borrowings under the DIP Documents), (b) authorizing the Debtors' use of cash collateral, and (c) granting the adequate protection described therein; and~~

~~(9) that this Court schedule a final hearing (the "Final Hearing") to be held within 45 days of the entry of the Interim Order to consider entry of a final order authorizing the balance of the borrowings and letter of credit issuances under the DIP Documents on a final basis, as set forth in~~

~~the Motion and the DIP Documents filed with this Court (the “Final Order”).~~

~~The Interim Hearing having been held by this Court on October 11, 2005, at which the Court issued and entered the Interim Order among other things (a) authorizing the Borrower to borrow or obtain letters of credit up to an aggregate principal or face amount of \$950,000,000 of the Financing from the DIP Lenders as provided for in the Interim Order and (b) scheduling the Final Hearing to consider entry of an order authorizing the balance of the Financing, all as set forth in the Motion, the Interim Order, this Final Order and the loan documentation filed with this Court; and~~

~~The Final Hearing having been held by this Court on October 27, 2005 at 10:00 a.m.; and~~

Due and appropriate notice of the Motion, and the relief requested therein, ~~the Interim Hearing and the Final Hearing~~ having been served by the Debtors ~~on the fifty largest unsecured creditors of the Debtors, on the Agent, the DIP Lenders, the Prepetition Agent, the Prepetition Secured Lenders, the indenture trustee for the Debtors’ senior noteholders, known holders of prepetition liens against the Debtors’ property and the United States Trustee for the Southern District of New York; and~~ in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006.

~~Objections to the Motion having been filed by Bank of America Leasing & Capital (Docket Nos. 70 and 565), LLC, the Ad Hoc Committee of Prepetition Secured~~

~~Lenders (Docket Nos. 101 and 553), Venture Plastics, Inc. (Docket No. 436), Gibbs Die Casting Corporation (Docket No. 455), DaimlerChrysler Corporation (Docket No. 450), Mercedes-Benz U.S. International, Inc. (Docket No. 436), Autocam Corporation (Docket No. 459), Lorentson Manufacturing Company Southwest, Inc. (Docket No. 461), Lorentson Manufacturing Company, Inc. (Docket No. 458), Calsonic Kansei North America, Inc. (442), Decatur Plastic Products, Inc. (Docket No. 451), Pension Benefit Guaranty Corporation (Docket No. 437), Ford Motor Company (Docket Nos. 495 and 623), Freescale Semiconductor, Inc. (Docket No. 501), Nissan North America, Inc. (Docket No. 503), Fujikura America, Inc. (Docket Nos. 506 and 648), Murata Electronics North America, Inc. (Docket Nos. 507 and 649), Flextronics International Asia Pacific Ltd. and Flextronics Technology (M) Sdn. Bhd. (Docket No. 511) Multek Flexible Circuits, Inc., Sheldahl de Mexico S.A. de C.V. and Northfield Acquisition Co. (Docket No. 512), Omega Tool Corp., L&W Engineering Co., Southtec, LLC, DOTT Industries, Inc., ALPS Automotive, Inc., Pioneer Automotive Technologies, Inc., Lakeside Plastics Limited, Android Industries, Inc., Ai-Doraville, LLC, and Ai-Genesee, LLC (Docket No. 551), Honda of America Manufacturing, Inc. (Docket No. 577), OSRAM Opto Semiconductors Inc. (Docket No. 589), Worthington Steel Company and Worthington Steel of Michigan, Inc. (Docket No. 590), Hitachi Automotive Products (Docket No. 591), National Molding Corp. and Security Plastics Division/NMC, LLC (Docket No. 600), Arneses Electronics Automotrices, S.A. de C.V. and Cordaflex, S.A. de C.V. (Docket No. 619), Neuman Aluminum Automotive, Inc., Neuman Aluminum Impact Extrusion, Inc. (Docket No. 631), Magna International, Inc. and certain of its foreign and domestic affiliates (Docket No. 632), A. Schulman, Inc. (Docket No. 634), the Creditors<sup>2</sup> Committee (as hereinafter defined) (Docket No. 641), Textron Fastening Systems, Inc. (Docket No. 643), ARC Automotive, Inc. (Docket No. 646), XM Satellite Radio Inc. (Docket No. 651), General Motors Corporation (Docket No. 658), Benteler Automotive Corp. (Docket No. 695), Pentastar Aviation, LLC (Docket Nos. 683 and 684) Lear~~

~~Corporation (Docket Nos. 676 and 678), American Axle & Manufacturing, Inc. (Docket Nos. 679 and 682), Robert Bosch Corporation (Docket No. 428) and Semiconductor Components Industries, LLC (Docket No. 701)<sup>+</sup> (and any other objections filed or raised at the Final Hearing, collectively, the “Objections”); and~~  
A hearing on the Motion having been held by this Court on January 5, 2007 at 10:00 a.m. (the “Hearing”);

Upon the record made by counsel to the Debtors at the ~~Interim Hearing and the Final Hearing, including the representations and clarifications on the record by counsel to the Debtors and for the Agent and the Pre-Petition Agent; and all Objections having been resolved on the record~~Hearing, and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Jurisdiction.* This Court has core jurisdiction over the Cases, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. *Notice.* Under the circumstances, the notice given by the Debtors of the Motion,~~the Interim Hearing,~~ and the ~~Final~~ Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (c).

~~3. *Debtors’ Stipulations.* Without prejudice to the rights of any other party (but subject to the limitations thereon and the reservation of the Debtors’ rights contained in paragraph 16 below), the Debtors, for themselves and not for their estates, admit, stipulate, and agree that:~~

---

<sup>+</sup> ~~Inclusive of objections filed prior to 11:00 p.m. on October 26, 2005.~~

~~(a) — (i) as of the filing of the Debtors' chapter 11 petitions (the "Petition Date"), (x) the Borrower was indebted and liable to the Pre-Petition Secured Lenders, without defense, counterclaim or offset of any kind, in the aggregate principal amount of approximately \$2,488,329,620.59 in respect of loans made and in the aggregate face amount of approximately \$91,453,431.26 in respect of letters of credit issued, in each case, by the Pre-Petition Secured Lenders pursuant to, and in accordance with the terms of, the Existing Agreements, plus, in each case, interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees that are chargeable or reimbursable under the Existing Agreements), charges and other obligations incurred in connection therewith including, without limitation, amounts owing under "Specified Swap Agreements" (as defined in the Pre-Petition Credit Agreement), as provided in the Existing Agreements (collectively, the "Pre-Petition Debt"), and (y) each Debtor other than the Borrower was contingently liable to the Pre-Petition Secured Lenders in respect of the Pre-Petition Debt owing by the Borrower pursuant to the Guarantee and Collateral Agreement, (ii) the Pre-Petition Debt constitutes the legal, valid and binding obligation of the Debtors, enforceable in accordance with its terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), (iii) no portion of the Pre-Petition Debt is subject to avoidance, recharacterization, recovery or subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law and (iv) the Debtors do not have, and hereby forever release, any claims, counterclaims, causes of action, defenses or setoff rights, whether arising under the Bankruptcy Code or otherwise, against the Pre-Petition Secured~~

~~Lenders, the Pre-Petition Agent and their respective affiliates, subsidiaries, agents,  
officers, directors, employees and attorneys;~~

~~(b) — the liens and security interests granted to the Pre-Petition Agent  
pursuant to and in connection with the Existing Agreements (including, without  
limitation, all security agreements, pledge agreements, mortgages, deeds of trust, control  
agreements and other security documents executed by any of the Debtors in favor of the  
Pre-Petition Agent, for its benefit and for the benefit of the Pre-Petition Secured Lenders)  
in connection with the Existing Agreements, are (i) valid, binding, perfected, enforceable,  
first-priority liens and security interests in the personal and real property constituting  
“Collateral” (as defined in the Existing Agreements) immediately prior to the Petition  
Date (the “Pre-Petition Collateral”), (ii) not subject to avoidance, recharacterization or  
subordination pursuant to the Bankruptcy Code or applicable nonbankruptcy law and (iii)  
subject and subordinate only to (A) the DIP Liens (as defined below), (B) the Carve-Out  
(as defined below) to which the DIP Liens are subject and (C) valid, perfected and  
unavoidable liens permitted under the Existing Agreements to the extent such permitted  
liens are senior to or pari-passu with the liens of the Pre-Petition Agent on the Pre-  
Petition Collateral; and~~

~~(c) — the aggregate value of the Pre-Petition Collateral substantially  
exceeds the aggregate amount of the Pre-Petition Debt.~~

3. ~~4.~~ *Findings Regarding The Financing.*

(a) Good cause has been shown for the entry of this ~~Final~~ Order.

(b) The Debtors require the ~~remainder~~ proceeds of ~~the~~ this Financing  
and use of Cash Collateral (as defined below) in order to reduce their cost of financing

and to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to make capital expenditures and to satisfy other working capital and operational needs. The reduction in financing costs together with continued access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral, incurrence of new indebtedness for borrowed money and other financial accommodations is vital to the preservation and ~~maintenance~~enhancement of the going concern values of the Debtors and to a successful reorganization of the Debtors.

(c) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain adequate secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without the Debtors granting to the Agent and the DIP Lenders, subject to the Carve Out as provided for herein, the DIP Liens and the Superpriority Claims (as defined below) under the terms and conditions set forth in ~~the Interim Order~~, this Order and in the DIP Documents.

(d) The terms of the Financing and the use of Cash Collateral are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(e) The Financing has been negotiated in good faith and at arm's length between the Debtors, the Agent and the DIP Lenders, and all of the Debtors'

obligations and indebtedness arising under, in respect of or in connection with the Financing and the DIP Documents, including without limitation, (i) all loans made to, and all letters of credit issued for the account of, the Debtors pursuant to the Revolving Credit, Term Loan and Guaranty Agreement ~~substantially in the form attached as Exhibit A to the Motion, as amended by the Amendment No. 1 thereto dated as of October 27, 2005,~~ a copy of which was filed with the Court prior to commencement of the ~~Final~~ Hearing ~~(as so amended,~~ the “DIP Credit Agreement”), and (ii) any “Obligations” and all other “Secured Obligations” (as each such term is defined in the DIP Credit Agreement), including any hedging obligations of the Debtors permitted under the DIP Credit Agreement and any Indebtedness (as defined in the DIP Credit Agreement) permitted by Section 6.03(viii) thereof, in each case owing to JPMCB, any DIP Lender or any of their respective banking affiliates (all of the foregoing in clauses (i) and (ii) collectively, the “DIP Obligations”), shall be deemed to have been extended by the Agent and the DIP Lenders and their affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(f) The Debtors have requested entry of this Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2) and 6004(g).

(g) ~~(f) The Debtors have requested entry of this Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent granting the relief sought by this Order, the Debtors’ estates will be immediately and irreparably harmed.~~

~~Consummation~~ For the reasons set forth in the Motion and based on the evidence presented at the Hearing, consummation of the Financing and the use of Cash Collateral in accordance with this Order and the DIP Documents is ~~therefore~~ in the best interest of the Debtors' estates.

4. ~~5.~~ *Authorization Of The Financing And The DIP Documents.*

(a) The Debtors are hereby authorized to be a party to the DIP Documents. The Borrower is hereby authorized to borrow money and obtain letters of credit pursuant to the DIP Credit Agreement, and the Guarantors are hereby authorized to guaranty such borrowings and the Borrower's obligations with respect to such letters of credit, up to an aggregate principal or face amount, ~~inclusive of amounts authorized by the Interim Order, of \$2,000,000,000~~ of \$4,495,820,240.59 (plus interest, fees and other expenses provided for in the DIP Documents), subject to any limitations of borrowings under the DIP Documents, and in accordance with the terms of this Order and the DIP Documents, which shall be used solely for purposes permitted under the DIP Documents, including, without limitation, (i) with respect to the the Tranche A Loan and the Tranche B Loan (as each such term is defined in the DIP Credit Agreement, as hereinafter defined, referred to herein as the "Tranche A Loan" and "Tranche B Loan", respectively, and collectively as the "First Priority Facilities"), for the DIP Facility Refinancing and to provide working capital for the Borrower and the Guarantors and for other general corporate purposes and to pay interest, fees and expenses in accordance with this Order and the DIP Documents and (ii) with respect to the Tranche C Loan (as defined in the DIP Credit Agreement, the "Tranche C Loan"), for the Pre-Petition Facility Refinancing. In addition to such loans and obligations, the Debtors are authorized to incur overdrafts

and related liabilities arising from treasury, depository and cash management services or in connection with any automated clearing house fund transfers provided to or for the benefit of the Debtors by JPMCB, ~~CUSA~~, or any other DIP Lender or any of their respective affiliates; *provided, however*, that nothing herein shall require JPMCB ~~or~~ ~~CUSA~~ or any other party to incur overdrafts or to provide any such services or functions to the Debtors.

(b) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized and directed to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees, that may be reasonably required or necessary for the Debtors' performance of their obligations under the Financing, including, without limitation:

(i) the execution, delivery and performance of the Loan Documents (as defined in the DIP Credit Agreement) and any exhibits attached thereto, including, without limitation, the DIP Credit Agreement, the Security and Pledge Agreement (as defined in the DIP Credit Agreement) and the mortgages, if any, contemplated thereby (collectively, and together with the letter agreements referred to in clause (iii) below, the "DIP Documents");

(ii) the execution, delivery and performance of one or more amendments to the DIP Credit Agreement for, among other things, the purpose of adding additional financial institutions as DIP Lenders and reallocating the commitments for the Financing among the DIP Lenders, in each case in such form as the Debtors, the Agent and the DIP Lenders may agree (it being understood that ~~(A)~~(A) no further approval of

the Court shall be required for amendments to the DIP Credit Agreement that do not (i) shorten the maturity of the extensions of credit thereunder, (ii) increase the commitments, the rate of interest or the letter of credit fees payable thereunder, (iii) amend the financial covenants in Section 6.04 therein to be more restrictive on the Debtors or (iv) amend the notice provisions of Section 7.01 therein (i.e., notice of exercise of remedies after the occurrence of an Event of Default), and ~~(B)~~(B) the Debtors shall provide the [official committee of unsecured creditors \(the “Creditors’ Committee”\)](#) with five (5) business days’ prior notice (or such shorter period as the Creditors’ Committee and the Debtors may agree) of any amendment to the DIP Credit Agreement that causes the Borrowing Base to be decreased). ~~Notwithstanding any other provision hereof, without further approval of this Court, amendments to the DIP Documents may be made at any time (x) prior to the Successful Syndication (as defined in the Second Amended and Restated Fee Letter dated October 27, 2005 among the Borrower, JPMCB and the Joint Lead Arrangers (the “Fee Letter”)), to the extent contemplated by the Fee Letter (permitting certain modifications to the DIP Credit Agreement necessary or advisable to ensure a successful syndication), and (y) as contemplated by the DIP Credit Agreement with respect to the Borrowing Base Amendment.~~

~~In addition, Section 2.13 of the DIP Credit Agreement shall be amended to provide for the application of net cash proceeds from asset sales to be subject to mandatory prepayments and permanent reductions of commitments under the Facility or to be held in a cash collateral account maintained with the DIP Agent for the benefit of holders of the liens and claims granted hereunder in the manner set forth below. Notwithstanding anything to the contrary in this Order or the DIP Credit Agreement, the~~

~~amendments to Section 2.13 of the DIP Credit Agreement set forth in this paragraph 5(b)(iii), (x) are intended, in part, for the benefit of the Pre-Petition Agent and the Pre-Petition Secured Lenders, (y) may be enforced by the Pre-Petition Agent and the Pre-Petition Secured Lenders as though they were parties to the DIP Credit Agreement solely for such purposes and (z) shall survive and remain in full force and effect regardless of the permanent repayment in full of the DIP Obligations or the termination of the DIP Credit Agreement or any provision hereof. This paragraph 5(b)(iii) shall not be amended, supplemented, waived or otherwise modified without the prior written consent of the Pre-Petition Agent. Specifically, Section 2.13 will be amended to (i) reorder subsection “(b)” to be subsection “(c)” and (ii) adding a new subsection (b) to read as follows:~~

~~“If on any date the Borrower or any Guarantor shall receive Net Cash Proceeds from (i) any Asset Sale or (ii) any Recovery Event (except to the extent that Net Cash Proceeds received in connection with such Recovery Event are applied within 180 days of receipt thereof to the replacement or repair of the assets giving rise thereto), and in each case, the aggregate amount of all Net Cash Proceeds from Asset Sales and Recovery Events received by the Borrower and the Guarantors from Asset Sales and Recovery Events occurring on and after the Closing Date exceeds \$125,000,000 then (without duplication of any reduction to the Borrowing Base as a result of such Asset Sale or Recovery Event), an amount equal to 66-2/3% of such Net Cash Proceeds received on such date shall be promptly, and in any event, within 10 days after such date either (i) first, applied to the prepayment of the Tranche B Loans (with a corresponding permanent reduction of the Total Tranche B Commitments) and second, applied to the prepayment of the Tranche A Loans (with a corresponding permanent reduction of the Total Tranche A Commitments) or (ii) deposited into a cash collateral account maintained with the DIP Agent for the benefit of the holders of Liens and claims granted under the Final DIP Order in the order of priority set forth therein; *provided* that the Borrower shall be permitted to request approval of the Bankruptcy Court to use such proceeds in accordance with Section 363 of the Bankruptcy Code so long as such uses are permitted under the DIP Credit Agreement and subject to the rights of parties in interest to contest such request.”~~

~~The following related definitions will also be added to the DIP Credit Agreement:~~

~~“Asset Sale”: any Disposition of property or series of related Dispositions of property by the Borrower or any Guarantor (excluding any such Disposition permitted by clauses (i), (ii), (iii), (v), (vii) and (viii) of Section 6.10).~~

~~“Disposition”: with respect to any property, any sale, lease, sale and leaseback, assignment (other than for security or collection in the ordinary course of business), conveyance, transfer or other disposition thereof. The terms “Dispose” and “Disposed of” shall have correlative meanings.~~

~~“Net Cash Proceeds”: in connection with any Asset Sale or any Recovery Event, the proceeds thereof in the form of cash and Permitted Investments, net of attorneys’ fees, accountants’ fees, investment banking fees, commissions, premiums, amounts required to be applied to the repayment of Indebtedness secured by a Lien permitted hereunder on any asset that is the subject of such Asset Sale or Recovery Event (other than any Lien pursuant to the Security and Pledge Agreement) and other customary fees and expenses actually incurred in connection therewith and net of taxes paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and a reasonable reserve for purchase price adjustments and indemnification payments that could reasonably be expected to arise during the term of the Tranche A Loans and the Tranche B Loans; provided that in the case of any Asset Sale or Recovery Event in respect of which the Net Cash Proceeds do not exceed \$2,500,000, such Net Cash Proceeds shall not be deemed to constitute “Net Cash Proceeds” for purposes of Section 2.13 until the aggregate amount of all such excluded Net Cash Proceeds is at least \$10,000,000.~~

~~“Recovery Event”: any settlement of or payment in respect of any property or casualty insurance claim or any condemnation proceeding relating to any asset of the Borrower or any Guarantor, in each case in an amount in excess of \$5,000,000.~~

(iii) the non-refundable payment to the Agent, the Joint Lead Arrangers or the DIP Lenders, as the case may be, of the fees referred to in the DIP Credit Agreement (and in the separate letter agreements between them in connection with the Financing) and reasonable costs and expenses as may be due from time to time, including, without limitation, reasonable fees and expenses of the professionals retained as provided for in the DIP Documents; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(c) The DIP Documents constitute valid and binding obligations of the Debtors, enforceable against each Debtor party thereto in accordance with the terms of the DIP Documents. No obligation, payment, transfer or grant of security under the DIP Documents or this Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under section 502(d) of the Bankruptcy Code), or subject to any defense, reduction, setoff, recoupment or counterclaim.

5. ~~6.~~ *Superpriority Claims.*

(a) Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed claims against the Debtors with priority over any and all administrative expenses, diminution claims (including all Adequate Protection Obligations, as defined in the Existing DIP Order, referred to herein as the “Adequate Protection Obligations”), Replacement Liens and Junior Adequate Protection Liens (each as defined below)) and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (the “Superpriority Claims”), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment (other than to the extent of any statutory liens or security interests arising after the filing of the Debtors’

chapter 11 petitions (the “Petition Date”) and permitted under the DIP Credit Agreement that by operation of law would have priority over a previously perfected security interest), which allowed claims shall be payable from and have recourse to all pre-petition and post-petition property of the Debtors and all proceeds thereof, subject only to the payment of the Carve Out to the extent specifically provided for herein: provided, however, that (i) the Superpriority Claims in respect of the First Priority Facilities shall be senior in priority to the Superpriority Claims in respect of the Tranche C Loan, and (ii) the Superpriority Claims granted hereunder shall remain subject and subordinate to any Superpriority Claims arising under the Existing DIP Order (as defined therein) until such Superpriority Claims under the Existing DIP Order have been irrevocably paid in full.

(b) For purposes hereof, the “Carve Out” means (i) all unpaid fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, ~~(ii)~~ (ii) all fees and expenses incurred by a trustee under Section 726(b) of the Bankruptcy Code, ~~(iii)~~ (iii) after the occurrence and during the continuance of an Event of Default (as defined in the DIP Credit Agreement), all allowed and unpaid professional fees and disbursements incurred by the Debtors and any statutory committees appointed in the Cases (each, a “Committee”), and Transaction Expenses (as defined in the Equity Purchase and Commitment Agreement (the “EPCA”), a copy of which is attached to the Expedited Motion For Order Authorizing And Approving The Equity Purchase And Commitment Agreement Pursuant To Sections 105(A), 363(B), 503(B) And 507(A) Of The Bankruptcy Code And The Plan Framework Support Agreement Pursuant To Sections 105(A), 363(B), And 1125(E) Of The Bankruptcy Code (the “Plan Investment And

Framework Support Approval Motion”), filed concurrently with the DIP Refinancing Motion) incurred from and after the date that an order is entered approving the EPCA (the “Post-Order Transaction Expenses”), that remain unpaid subsequent to the payment, pro rata with other nonpriority administrative creditors, of such fees and expenses from available funds remaining in the Debtors’ estates for such creditors, in an aggregate amount not exceeding \$35,000,000, which amount may be used subject to the terms of this Order, including, without limitation, paragraph ~~17~~14 hereof, and ~~(iv)~~(iv) all unpaid professional fees and disbursements incurred or accrued by the Debtors and any Committees, and Post-Order Transaction Expenses, in each case incurred or accrued at any time when no Event of Default is continuing (and promptly upon receipt of a notice of an Event of Default, the Debtors shall provide a copy of such notice to counsel for the Creditors’ Committee), that remain unpaid subsequent to the payment, pro rata with other nonpriority administrative creditors, of such fees and expenses and Post-Order Transaction Expenses from available funds remaining in the Debtors’ estates for such creditors, in an aggregate amount not exceeding the sum of (x) such unpaid professional fees and disbursements, and Post-Order Transaction Expenses, reflected on the most recent Borrowing Base Certificate (as defined in the DIP Credit Agreement) delivered to the Agent prior to any Event of Default that is then continuing and (y) such unpaid professional fees and disbursements, and Post-Order Transaction Expenses, incurred or accrued after such Borrowing Base Certificate (but at a time when no Event of Default is continuing) in an aggregate amount under this clause (y) not exceeding \$5,000,000 (and with amounts included in this clause (y), to be supported by back-up documentation in respect of the amounts and dates of incurrence of such fees and disbursements), in each

of the foregoing clauses (i), (ii), (iii) and (iv), to the extent allowed by the Bankruptcy Court at any time; *provided, however*, that (1) to the extent the dollar limitation in this clause ~~65~~(b) on fees and disbursements and Post-Order Transaction Expenses is reduced by any amount as a result of the payment of fees and disbursements and Post-Order Transaction Expenses during the continuance of an Event of Default, and such Event of Default is subsequently cured or waived and no other Event of Default then exists, then effective as of the effectiveness of such cure or waiver, such dollar limitation shall be increased by an amount equal to the amount by which it has been so reduced and (2) ~~(A)~~ (A) nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in clauses (iii) and (iv) above and ~~(B)~~(B) following the Termination Date (as defined in the DIP Credit Agreement), cash or other amounts on deposit in the Letter of Credit Account (as defined in the DIP Credit Agreement), shall not be subject to the Carve Out.

6. ~~7.~~ *DIP Liens.*

As security for the DIP Obligations, effective and perfected upon the ~~date of entry of the Interim Order~~occurrence of the Closing Date (as defined in the DIP Credit Agreement) and the Refinancing (the "Refinancing Date", at which time all liens, mortgages and security interests under the Existing DIP Facility Documents and the Existing Pre-Petition Facility Documents shall be deemed released and of no further force or effect) and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, the following security interests and liens are hereby granted to the Agent for its own benefit and the benefit of the DIP Lenders (all

property identified in clauses (a), (b) and (c) below being collectively referred to as the “Collateral”), subject, only in the event of the occurrence and during the continuance of an Event of Default, to the payment of the Carve Out (all such liens and security interests granted to the Agent, for its benefit and for the benefit of the DIP Lenders, pursuant to this Order and the DIP Documents, the “DIP Liens”; the DIP Liens securing the First Priority Facilities, the “First Priority DIP Liens”; and the DIP Liens securing the Tranche C Loan, the “Second Priority DIP Liens”):

(a) First Lien On Cash Balances And Unencumbered Property.

Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all pre-petition and post-petition property of the Debtors, whether existing on the Petition Date or thereafter acquired, to the extent not subject to valid, perfected, non-avoidable and enforceable liens in existence as of the ~~Petition Date or valid liens in existence as of the Petition Date that are perfected subsequent to such date to the extent permitted by section 546(b) of the Bankruptcy Code~~ Refinancing Date (after giving effect to the release of liens occurring at such time) (collectively, “Unencumbered Property”), including without limitation, all cash and cash collateral of the Debtors (whether maintained with the Agent or otherwise) and any investment of such cash and cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing, *provided, however*, that the Borrower and the Guarantors shall not be required to pledge

to the Agent in excess of 65% of the voting capital stock of its direct Foreign Subsidiaries or any of the capital stock or interests of its indirect Foreign Subsidiaries (if, in the good faith judgment of the Borrower, adverse tax consequences would result to the Borrower). Unencumbered Property shall exclude the Debtors' claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553(b) of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "Avoidance Actions"), and any proceeds or property recovered, unencumbered or otherwise the subject of successful Avoidance Actions.

(b) ~~Liens Priming Pre-Petition Secured Lenders' Liens~~. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all pre-petition and post-petition property of the Debtors (including, without limitation, cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing), whether now existing or hereafter acquired, that is subject to the existing liens ~~presently securing the Pre-Petition Debt (including in respect of issued but undrawn letters of credit)~~ remaining after the occurrence of the Refinancing Date that pursuant to the terms of the order of this Court dated October 28, 2005 approving the Borrower's and the Guarantors' entry in the Existing DIP Facility Documents (the "Existing DIP Order") are subject and subordinate to the DIP Liens as defined in the Existing DIP Order (the "Existing DIP Liens"), including, without

limitation, all Replacement Liens and Debtor Liens (as each such term is defined in the Existing DIP Order), and any other liens granted under the Existing DIP Order (collectively, the “Primed Liens”). Such security interests and liens shall be senior in all respects to the interests in such property of the ~~Pre-Petition Secured Lenders arising from current and future liens of the Pre-Petition Secured Lenders (including, without limitation, adequate protection liens granted hereunder)~~holders of the Primed Liens in respect thereof, and shall be subject and subordinate to (i) the Carve Out (except as provided in paragraph ~~65~~ hereof), (ii) any valid, perfected and unavoidable interests of other parties arising out of liens existing on the Refinancing Date, if any, on such property ~~existing immediately prior to the Petition Date~~, that pursuant to the terms of the Existing DIP Order are senior in priority to the Existing DIP Liens and (iii) ~~any valid, perfected and unavoidable interests in such property arising out of liens to which the liens of the Pre-Petition Secured Lenders become subject subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code and (iv)~~ statutory liens or security interests arising after the ~~Petition~~Refinancing Date and permitted under the DIP Credit Agreement that by operation of law would have priority over a previously perfected security interest. In addition, notwithstanding anything to the contrary contained in this paragraph 6(b), any valid, perfected and non-voidable liens or security interests that remain in existence after the Refinancing Date and that were senior to or *pari passu* with the liens securing the Pre-Petition Secured Facility prior to the Refinancing Date (including, without limitation, to the extent provided in paragraph 15 of this Order, the Replacement Liens and Junior Adequate Protection Liens) shall maintain such priority or *pari passu* position relative to the liens securing the Tranche C Loan.

(c) Liens Junior To Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected security interests in and liens upon all pre-petition and post-petition property of the Debtors (other than the property described in clauses (a) or (b) of this paragraph ~~7,6~~, as to which the liens and security interests in favor of the Agent will be as described in such clauses), whether now existing or hereafter acquired, that as of the Refinancing Date is subject to valid, perfected and unavoidable liens ~~and, as to Pre-Petition Payables and Setoffs (each as defined below) in existence immediately prior to the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code,~~ which security interests and liens in favor of the Agent and the Lenders are junior to such valid, perfected and unavoidable liens ~~and Setoffs~~.

(d) Liens Senior To Certain Other Liens. The DIP Liens, the ~~Adequate Protection Liens, the~~ Replacement Liens and the Junior Adequate Protection Liens (each as defined below) shall not be subject or subordinate to (i) solely in the case of the DIP Liens, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (ii) any liens arising after the ~~Petition~~Refinancing Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors other than with respect to any liens or security interests arising after the ~~Petition~~Refinancing Date and permitted under the DIP Credit Agreement to be senior to the DIP Liens.

7. ~~8.~~ *Protection Of DIP Lenders' Rights.*

(a) So long as there are any borrowings or letters of credit or other amounts (other than contingent indemnity obligations as to which no claim has been asserted when all other amounts have been paid and no letters or credit are outstanding) outstanding, or the DIP Lenders have any Commitment (as defined in the DIP Credit Agreement) under the DIP Credit Agreement, the Existing DIP Agent, the Existing DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, the holders of Replacement Liens, the holders of Junior Adequate Protection Liens and the holders of Debtor Liens (as defined below) shall (i) take no action to foreclose upon or recover in connection with the liens granted thereto pursuant to the Existing ~~Agreements~~Pre-Petition Facility Documents, the Existing DIP Order or this Order, or otherwise exercise remedies against any Collateral, except to the extent authorized by an order of this Court and (ii) be deemed to have consented to any release of Collateral authorized under the DIP Documents, ~~provided that the Pre-Petition Agent and any Pre-Petition Secured Lender may appear and be heard as a party in interest in connection with any proceeding relating to the sale, transfer or other disposition of any Collateral and~~ (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the Collateral unless solely as to this clause (iii), the DIP Lenders file financing statements or other documents to perfect the liens granted pursuant to this Order, or as may be required by applicable state law to continue the perfection of valid and unavoidable liens or security interests as of the Petition Date. Notwithstanding the foregoing, the Pre-Petition Secured Lenders shall be permitted to file pleadings with respect to any proposed sale,

transfer or other disposition of the Collateral by the Debtors outside the ordinary course of business so long as such pleadings do not contravene the provisions of this paragraph 87 and do not otherwise interfere with the exercise of any right or remedy by the Agent or the DIP Lenders. Nothing herein shall be read to permit the Pre-Petition Agent, the Pre-Petition Secured Lenders, or the holders of Replacement Liens, the holders of Junior Adequate Protection Liens or the holders of Debtor Liens to take any action in violation of the Bankruptcy Code or other applicable law. This paragraph 87(a) defines the relative rights of the DIP Agent and the DIP Lenders, on the one hand, and the Pre-Petition Agent and the Pre-Petition Secured Lenders, on the other, and is not intended to confer any rights on the Debtors except with respect to the Debtor Liens.

(b) The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the Agent and the DIP Lenders to exercise, (i) immediately upon the occurrence of an Event of Default, all rights and remedies under the DIP Documents other than those rights and remedies against the Collateral as provided in clause (ii) below, and (ii) upon the occurrence and during the continuance of an Event of Default and the giving of five business days prior written notice to the extent provided for in the DIP Credit Agreement (promptly upon receipt of such notice, the Debtors shall provide a copy of such notice to counsel for the Creditors' Committee), all rights and remedies against the Collateral provided for in the DIP Documents (including, without limitation, the right to setoff monies of the Debtors in accounts maintained with the Agent or any DIP Lender). In any hearing regarding any exercise of rights or remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is

continuing, and the Debtors, the [Existing DIP Agent, the](#) Pre-Petition Agent, the Pre-Petition Secured Lenders, and the holders of Replacement Liens or Junior Adequate Protection Liens hereby waive in such capacities, but not in capacities as holders of general unsecured claims, their right to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the Agent or the DIP Lenders set forth in this Order or the DIP Documents. In no event shall the Agent, the DIP Lenders, the [Existing DIP Agent, the](#) Pre-Petition Agent, the Pre-Petition Secured Lenders, or the holders of Replacement Liens or Junior Adequate Protection Liens be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Collateral.

8. ~~9.~~ *Limitation On Charging Expenses Against Collateral.* Except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Agent, [the Existing DIP Agent](#) or the Pre-Petition Agent, as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent, the DIP Lenders, the [Existing DIP Agent, the](#) Pre-Petition Agent or the Pre-Petition Secured Lenders.

~~10. *The Cash Collateral.* To the extent any funds of any Debtor party to the Existing Agreements (other than funds in accounts subject to lock-box arrangements under the Debtors’ receivables financing) were on deposit with the Pre-Petition Secured Lenders as of the Petition Date, including, without limitation, all such funds deposited in,~~

~~or credited to, an account of any Debtor party to the Existing Agreements with any Pre-Petition Secured Lender immediately prior to the filing of the Debtors' bankruptcy petitions (the "Petition Time") (regardless of whether, as of the Petition Time, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the "Deposited Funds") are subject to rights of setoff. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of such Pre-Petition Secured Lenders pursuant to sections 506(a) and 553 of the Bankruptcy Code. The Pre-Petition Secured Lenders are obligated, to the extent provided in the Existing Agreements, to share the benefit of such liens and setoff rights with the other Pre-Petition Secured Lenders party to such Existing Agreements. The cash of the Debtors party to the Existing Agreements, including, without limitation, the Deposited Funds or any other funds on deposit at the Pre-Petition Secured Lenders as of the Petition Date, and any proceeds generated by the collection of accounts receivable, sale of inventory or other disposition of the Pre-Petition Collateral are cash collateral of the Pre-Petition Secured Lenders within the meaning of section 363(a) of the Bankruptcy Code, and all such "cash collateral" is referred to herein as "Cash Collateral." The Pre-Petition Secured Lenders have objected to the use by the Debtors of the Pre-Petition Collateral, including Cash Collateral, except on the terms of this Order.~~

9. ~~11.~~ *Use Of Cash Collateral.* The Debtors are hereby authorized to use all Cash Collateral (as defined in the Existing DIP Order) of the Pre-Petition Secured Lenders and of the holders of Replacement Liens or Junior Adequate Protection Liens, and the Pre-Petition Secured Lenders and the holders of Replacement Liens or Adequate Protection Liens (as defined in the Existing DIP Order) are directed promptly to turn over

to the Debtors all Cash Collateral received or held by them, provided that, until the Refinancing Date, the Pre-Petition Secured Lenders and the holders of Replacement Liens or Adequate Protection Liens are granted adequate protection as ~~hereinafter~~ set forth in the Existing DIP Order. The Debtors' right to use Cash Collateral shall terminate automatically upon the occurrence of the Termination Date or the voluntary reduction by the Borrower of the Total Commitments to zero (as each such term is defined in the DIP Credit Agreement).

~~12. *Adequate Protection.* The Pre-Petition Secured Lenders are entitled, pursuant to sections 361, 363(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of their interest in the Pre-Petition Collateral, including the Cash Collateral, for and equal in amount to the aggregate diminution in the value of their interest in the Pre-Petition Secured Lenders' Pre-Petition Collateral, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value) of Cash Collateral and any other Pre-Petition Collateral, the priming of the Pre-Petition Agent's security interests and liens in the Pre-Petition Collateral by the Agent and the DIP Lenders pursuant to the DIP Documents and this Order, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. As adequate protection, the Pre-Petition Agent and the Pre-Petition Secured Lenders are hereby granted the following (collectively, the "Adequate Protection Obligations"), to the extent of such diminution:~~

~~(a) Adequate Protection Liens. As security for the payment of the Adequate Protection Obligations, the Pre-Petition Agent (for itself and for the benefit of the Pre-Petition Secured Lenders) is hereby granted (effective and perfected as of the~~

~~Petition Date and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements) a replacement security interest in and lien upon all the Collateral, subject and subordinate only to (i) the security interests and liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents and any liens on the Collateral to which such liens so granted to the Agent are junior, (ii) the Replacement Lien (as hereinafter defined) and (iii) the Carve Out, provided that the security interest in and lien granted to the Pre-Petition Agent pursuant to this paragraph 12(a) upon Collateral that is not (x) Pre-Petition Collateral or (y) Collateral that would have constituted Pre-Petition Collateral but for the operation of section 552(a) of the Bankruptcy Code as to which, without further action, the Pre-Petition Agent would have had a valid and perfected security interest or lien shall be *pari passu* with the Junior Adequate Protection Liens granted to any Setoff Claimant in such Collateral pursuant to this Order (the “Adequate Protection Liens”);~~

~~(b) — Section 507(b) Claim. The Pre-Petition Agent and the Pre-Petition Secured Lenders are hereby granted, subject to the payment of the Carve Out and to the payment of all reasonable fees, costs and expenses (including the professional fees and expenses) incurred by or on behalf of the Debtors’ estates in the pursuit of Avoidance Actions, a superpriority claim as provided for in section 507(b) of the Bankruptcy Code equal in priority to the priority granted to the Setoff Claimants in paragraph 18(b) below, limited in amount to the aggregate diminution in value of the Pre-Petition Secured Lenders’ interest in the Pre-Petition Collateral, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value)~~

~~of Cash Collateral and any other Pre-Petition Collateral, the priming of the Pre-Petition Agent's security interests and liens in the Pre-Petition Collateral by the Agent and the DIP Lenders pursuant to the DIP Documents and this Order, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code, immediately junior to the claims under section 364(c)(1) of the Bankruptcy Code held by the Agent and the DIP Lenders; provided, however, that the Pre-Petition Agent and the Pre-Petition Secured Lenders shall not receive or retain any payments, property or other amounts in respect of the superpriority claims under section 507(b) of the Bankruptcy Code granted hereunder or under the Existing Agreements unless and until the DIP Obligations have indefeasibly been paid in cash in full;~~

~~(c) — Interest, Fees, And Expenses. The Pre-Petition Agent shall receive from the Debtors (i) immediate cash payment of all accrued and unpaid interest on the Pre-Petition Debt and letter of credit fees at the non-default contract rates provided for in the Existing Agreements, and all other accrued and unpaid fees and disbursements payable to or for the benefit of the Pre-Petition Agent under the Existing Agreements and incurred prior to the Petition Date, including, but not limited to, reasonable fees owed and amounts to be paid or reimbursed for counsel, financial and other consultants for the Pre-Petition Agent pursuant to Section 10.6 of the Pre-Petition Credit Agreement, (ii) current cash payments of all fees and expenses payable to the Pre-Petition Agent under the Existing Agreements, including, but not limited to, the reasonable fees and disbursements of counsel, financial and other consultants for the Pre-Petition Agent, (iii) on the first business day of each month, all accrued but unpaid interest on the Pre-Petition Debt, and letter of credit and other fees at the non-default contract rate (including at the option of~~

~~the Borrower, the Eurodollar Rate plus the Applicable Margin (each as defined in the Pre-Petition Credit Agreement)) applicable under the Existing Agreements, provided that, (x) without prejudice to the rights of the Debtors or any other party to contest such assertion, the Pre-Petition Secured Lenders reserve their rights to assert claims for the payment of additional interest calculated at any other applicable rate of interest (including, without limitation, default rates), or on any other basis provided for in the Existing Agreements, and for the payment of any other amounts provided for in the Existing Agreements, and (y) notwithstanding anything to the contrary in this Order or the Pre-Petition Credit Agreement, as to each Pre-Petition Secured Lender which executes and delivers a written consent in the form to be provided by the Pre-Petition Agent (which consent shall be in form and substance reasonably satisfactory to the Borrower), waiving and releasing all claims, if any, in respect of default interest and any claims related to the early prepayment of the loans, including, without limitation, any prepayment premiums under the Pre-Petition Credit Agreement, interest shall accrue and be paid by the Borrower to such Pre-Petition Secured Lender and its assignee(s) on the first business day of each month at ABR (as defined in the Pre-Petition Credit Agreement) plus the Applicable Margin in respect of the pre-petition loans held by such Pre-Petition Secured Lender from and after the later of (a) the expiry of existing LIBOR contracts and (b) the delivery of such release and waiver, (iv) current cash payment of all reasonable out-of-pocket expenses of the members of any steering committee of Pre-Petition Secured Lenders, in their capacity as such (but excluding any fees and disbursements of counsel, financial or other consultants to such steering committee). The Debtors shall pay the fees and expenses provided for in the preceding clause (ii) or clause~~

~~(iv) only after reasonably detailed invoices for such fees and expenses shall have been submitted to the Debtors and counsel to the official committee of unsecured creditors (the "Creditors' Committee"). The rights of all parties in interest with respect to the application of such payments in clauses (ii), (iii) and (iv) above shall be preserved in accordance with Paragraph 16 below. The Debtors shall pay the reasonable and documented fees and expenses of counsel to the Ad Hoc Committee of Pre-Petition Secured Lenders in connection with the Motion through the date of the Final Hearing in an aggregate amount not to exceed the cap previously agreed upon by the Debtors and such counsel. The Creditors' Committee shall be provided an opportunity to review such fees and expenses prior to the payment thereof. During the pendency of the Chapter 11 Cases, and except as otherwise set forth in any confirmed reorganization plan, the Pre-Petition Debt of any Pre-Petition Secured Lender shall not be repaid or refinanced in whole unless (x) it is part of a transaction in which the obligations under the DIP Credit Agreement and the Pre-Petition Credit Agreement are repaid or refinanced in whole, or (y) such Pre-Petition Secured Lender consents to such repayment.~~

~~(d) — Access To Collateral. The Pre-Petition Agent (for the benefit of the Pre-Petition Secured Lenders) and their experts and advisors shall be given reasonable access for purposes of monitoring the business of the Debtors and the value of the Collateral; and~~

~~(e) — Information. The Debtors shall provide the Pre-Petition Agent and the Creditors' Committee with any written financial information or periodic reporting that is provided to, or required to be provided to, the Agent or the DIP Lenders; *provided*, *however*, that to the extent such information is provided to the Creditors' Committee, the~~

~~Debtors shall be entitled to reasonably restrict access to such information solely to professionals retained by such committee. The Debtors shall also provide the Agent and the Pre-Petition Agent with information related to payments made to and setoffs taken by the Debtors' suppliers in respect of any pre-petition claims to the extent such information is provided to the Creditors' Committee or is otherwise required to be supplied pursuant to the DIP Documents.~~

~~(f) — Pre-Petition Letters of Credit. Subject to the terms and conditions of the DIP Documents, letters of credit issued and outstanding under the Pre-Petition Credit Agreement shall be replaced by letters of credit issued under the DIP Documents at the earlier of the stated expiry of such letters of credit and the next notice date for non-renewal of such letters of credit. The Pre-Petition Agent, in consultation with and after prior notice to the Debtors, is authorized to provide notice of non-renewal to letter of credit beneficiaries to prevent the automatic renewal of "evergreen" Letters of Credit.~~

~~13. — Reservation of Rights of Pre-Petition Secured Lenders. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Pre-Petition Secured Lenders. Except as expressly provided herein, nothing contained in this Order (including, without limitation, the authorization of the use of any Cash Collateral and the granting of any Replacement Liens or Junior Adequate Protection Liens) shall impair or modify any rights, claims or defenses available in law or equity, including, without limitation, any right to propose, subject to the provisions of Section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans of reorganization, to the Pre-Petition Agent, any Pre-Petition~~

~~Secured Lender, the Agent or any DIP Lender including, without limitation, rights of a party to a swap agreement, securities contract, commodity contract, forward contract or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). The Pre-Petition Agent and the Pre-Petition Secured Lenders shall have the right to request further or different adequate protection under sections 361, 363(e) and 364(d)(2) of the Bankruptcy Code following the occurrence of any event after the Petition Date, that could reasonably be expected to have a material adverse effect on (A) the Debtors' ability to repay or refinance the Pre-Petition Obligations in full in cash under a Chapter 11 plan of reorganization or (B) the Debtors' ability to satisfy the Adequate Protection Obligations. The Debtors or any other party in interest may object to any such request, and with respect to such objections nothing herein shall operate to shift any applicable burdens of proof from those set forth in the Bankruptcy Code.~~

10. *Adequate Protection of Pre-Petition Secured Lenders.* The Adequate Protection Liens and other rights afforded to the Pre-Petition Agent and the Pre-Petition Secured Lenders under paragraphs 12 and 13 of the Existing DIP Order shall continue in effect until the Refinancing Date, whereupon the Adequate Protection Liens shall be deemed released and the provisions of paragraphs 12 and 13 of the Existing DIP Order shall be of no further force or effect.

11. ~~14.~~ *Perfection Of DIP Liens* ~~And Adequate Protection Liens.~~

(a) Subject to the provisions of paragraph ~~8~~7(a) above, the Agent ~~and the Pre-Petition Agent are~~is hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or

similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Agent on behalf of the DIP Lenders ~~or the Pre-Petition Agent on behalf of the Pre-Petition Secured Lenders~~ shall, in ~~their~~its sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to ~~them~~the Agent hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, at the time and as of the date of entry of this Order. Upon the request of the Agent, each of the Existing DIP Agent and the Existing DIP Lenders, and the Pre-Petition Agent and Pre-Petition Secured Lenders, without any further consent of any party, is authorized to take, execute and deliver such instruments (in each case without representation or warranty of any kind) to enable the Agent to further validate, perfect, preserve and enforce DIP Liens.

(b) A certified copy of this Order may, in the discretion of the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Order for filing and recording.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold

interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting post-petition liens, in such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the DIP Lenders in accordance with the terms of the DIP Credit Agreement or this Order.

12. ~~15.~~ *Preservation Of Rights Granted Under The Order.*

(a) No claim or lien having a priority superior to or *pari passu* with those granted by this Order to the Agent and the DIP Lenders or to the ~~Pre-Petition Agent, the Pre-Petition Secured Lenders and the~~ Setoff Claimants, respectively, shall be granted or allowed while any portion of the Financing (or any refinancing thereof) or the Commitments thereunder or the DIP Obligations ~~or the Adequate Protection Obligations~~ remain outstanding, and the DIP ~~Liens, the Adequate Protection~~ Liens, the Replacement Liens and the Junior Adequate Protection Liens shall not be (i) solely in the case of the DIP Liens, subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code or (ii) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise (other than as specifically provided for in this Order). Nothing in this paragraph ~~15~~12(a) shall limit (x) the rights of the Debtors to refinance the Financing in compliance with the DIP Credit Agreement or (y) the rights of any party in interest with respect to any such refinancing.

(b) Unless all DIP Obligations shall have been paid in full (and, with respect to outstanding letters of credit issued pursuant to the DIP Credit Agreement, cash

collateralized in accordance with the provisions of the DIP Credit Agreement), the Debtors shall not seek, and it shall constitute an Event of Default and a termination of the right to use Cash Collateral if any of the Debtors seek, or if there is entered, ~~(i)~~(i) any modifications or extensions of this Order without the prior written consent of the Agent, and no such consent shall be implied by any other action, inaction or acquiescence by the Agent, or ~~(ii)~~(ii) an order dismissing any of the Cases. If an order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (x) the Superpriority Claims, priming liens, security interests and replacement security interests granted to the Agent ~~and, as applicable, the Pre-Petition Agent~~, the Setoff Claimants or the holders of the Debtor Liens pursuant to this Order, shall continue in full force and effect and shall maintain their priorities as provided in this Order until all ~~DIP Obligations and Adequate Protection~~ Obligations shall have been paid and satisfied in full (and that such Superpriority Claims, priming liens and replacement security interests, shall, notwithstanding such dismissal, remain binding on all parties in interest) and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in (x) above.

(c) If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacation shall not affect (i) the validity of any DIP Obligations ~~or Adequate Protection Obligations~~ incurred prior to the actual receipt of written notice by the Agent ~~or Pre-Petition Agent~~, as applicable, of the effective date of such reversal, stay, modification or vacation or (ii) the validity or enforceability of any lien or priority authorized or created hereby or pursuant to the DIP

Credit Agreement with respect to any DIP Obligations or Adequate Protection Obligations. Notwithstanding any such reversal, stay, modification or vacation, any use of Cash Collateral, or DIP Obligations ~~or Adequate Protection Obligations~~ incurred by the Debtors to the Agent, or the DIP ~~Lenders, the Pre-Petition Agent or the Pre-Petition Secured~~ Lenders prior to the actual receipt of written notice by the Agent ~~and Pre-Petition Agent~~ of the effective date of such reversal, stay, modification or vacation shall be governed in all respects by the original provisions of this Order, and the Agent, ~~DIP Lenders, Pre-Petition Agent and Pre-Petition Secured~~ and the DIP Lenders shall be entitled to all the rights, remedies, privileges and benefits granted in section 364(e) of the Bankruptcy Code, this Order and pursuant to the DIP Documents with respect to all uses of Cash Collateral, ~~DIP Obligations~~ and ~~Adequate Protection~~ DIP Obligations.

(d) Except as expressly provided in this Order or in the DIP Documents, the DIP Liens, the Superpriority Claims and all other rights and remedies of the Agent and the DIP Lenders granted by the provisions of this Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations. The terms and provisions of this Order and the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the Superpriority Claims and all other rights

and remedies of the Agent and the DIP Lenders granted by the provisions of this Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full.

~~16. — *Effect Of Stipulations On Third Parties.* Subject to the reservation of rights set forth in this paragraph 16, the stipulations and admissions contained in paragraphs 3 and 10 of this Order shall be binding upon the Debtors in all circumstances. The stipulations and admissions contained in paragraphs 3 and 10 of this Order shall be binding upon all other parties in interest, including, without limitation, the Creditors' Committee, unless (a) a party in interest has timely filed an adversary proceeding or contested matter, or commenced litigation for authorization to commence such adversary proceeding or contested matter ("Authorization Motion"), (subject to the limitations contained herein, including, *inter alia*, in paragraph 17) by no later than January 16, 2006 in the case of clause (i) below and April 17, 2006 in the case of clauses (ii) and (iii) below (or, in each case, such later date (x) as has been agreed to, in writing, by the Pre-Petition Agent in its sole discretion or (y) as has been ordered by the Court) (i) challenging the validity, enforceability, priority or extent of the Pre-Petition Debt or the Pre-Petition Agent's or the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral, (ii) seeking a determination that the Pre-Petition Debt was under-secured as of the Petition Date, or (iii) otherwise asserting or prosecuting any Avoidance Actions or any other any claims, counterclaims or causes of action, objections, contests or defenses (collectively, "Claims and Defenses") against the Pre-Petition Agent or any of the Pre-Petition Secured Lenders or their respective affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors in connection with matters related to the Existing~~

~~Agreements, the Pre-Petition Debt, or the Pre-Petition Collateral, and (b) there is a final order in favor of the plaintiff sustaining any such challenge or claim in any such timely filed adversary proceeding or contested matter, provided that as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date other than any such Claims and Defenses as they relate to the appropriateness of any interest rate, fees or expenses charged or claimed by the Pre-Petition Secured Lenders (except with respect to the payments of interest at ABR plus the Applicable Margin to any Pre-Petition Secured Lender who has executed and delivered the release and waiver, and the other fees and expenses, all as provided in paragraph 12(c) of this Order), including, without limitation, the allowance of any claim for default interest under Section 2.14 of the Pre-Petition Credit Agreement or the allowance of any claim for any prepayment premium under Sections 2.10 or 2.11 of the Pre-Petition Credit Agreement. Subject in each case to the reservation of the Debtors' rights set forth above to contest the allowance of any claim for default interest on the Pre-Petition Debt or any prepayment premium, if no such adversary proceeding or contested matter is timely filed (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion), (x) the Pre-Petition Debt and all related obligations of the Debtors (the "Pre-Petition Obligations") shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 cases, (y) the Pre-Petition Agent's and the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected, not subject to defense, counterclaim, recharacterization,~~

~~subordination or avoidance and (z) the Pre-Petition Obligations, the Pre-Petition Agent's and the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral and the Pre-Petition Agent and the Pre-Petition Secured Lenders shall not be subject to any other or further challenge by any party in interest, and any such party in interest shall be enjoined from, seeking to exercise the rights of the Debtors' estates, including, without limitation, any successor thereto (including, without limitation, any estate representative or a chapter 7 or 11 trustee appointed or elected for any of the Debtors). If any such adversary proceeding or contested matter is timely filed (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion), the stipulations and admissions contained in paragraphs 3 and 10 of this Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any official committee (including the Creditors' Committee) and on any other person or entity, except to the extent that such findings and admissions were expressly challenged in such adversary proceeding or contested matter (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion). Nothing in this Order vests or confers on any Person (as defined in the Bankruptcy Code), standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, Claims and Defenses with respect to the Existing Agreements or the Pre-Petition Debt other than the Creditors' Committee, which is hereby vested with standing and authority to pursue any cause of action arising from or related to the Debtors' stipulations and admissions in paragraphs 3 and 10 of this Order.~~

13. *Effect Of Stipulations On Third Parties.* Notwithstanding the Fourth Stipulation Between the Creditors' Committee and JPMorgan Chase Bank, N.A., as Agent for the Pre-Petition Secured Lenders, with Respect to an Extension of Deadlines Established Pursuant to Final DIP Financing Order, entered by this Court on June 13, 2006, the stipulations and admissions contained in paragraphs 3 and 10 of the Existing DIP Order shall be binding upon the Creditors' Committee, and the time period during which the Creditors' Committee is permitted to raise "Claims and Defenses" as provided in paragraph 16 of the Existing DIP Order, is hereby terminated.

14. ~~17.~~ Limitation On Use Of Financing Proceeds And Collateral.

Notwithstanding anything herein or in any other order by this Court to the contrary, no borrowings, letters of credit, Cash Collateral, ~~Pre-Petition Collateral~~, Collateral or the Carve Out may be used to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the DIP Documents, the Existing DIP Facility Documents or the Existing ~~Agreements~~Pre-Petition Facility Documents, or the liens or claims granted under this Order, the Existing DIP Order, the DIP Documents or the Existing ~~Agreements~~Pre-Petition Facility Documents, (b) assert any ~~Claims and Defenses or any other~~ causes of action against the Agent, the DIP Lenders, the Existing DIP Agent, the Existing DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders or their respective agents, affiliates, representatives, attorneys or advisors, ~~(e)~~ prevent, hinder or otherwise delay the Agent's ~~or the Pre-Petition Agent's~~ assertion, enforcement or realization on the Cash Collateral or the Collateral in accordance with the DIP Documents, ~~the Existing Agreements~~ or this Order, ~~(d)~~(c) seek to modify any of the rights granted to the Agent, the DIP Lenders, the

Existing DIP Agent, the Existing DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders hereunder ~~or under the DIP Documents or the Existing Agreements,~~ under the Existing DIP Order or under the DIP Documents, the Existing DIP Facility Documents or the Existing Pre-Petition Facility Documents, in each of the foregoing cases without such parties' prior written consent or ~~(e)~~(d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an Order of this Court and (ii) in accordance with the DIP Credit Agreement or otherwise approved by the Agent in its sole discretion; ~~provided that, notwithstanding anything to the contrary herein, the Creditors' Committee shall be limited to \$250,000 to perform the investigations contemplated hereby and no other official committee shall be authorized to perform such investigations; provided, further, that such \$250,000 limit shall not include the fees and expenses of an investment banker in connection with the investigations contemplated by clause (a)(ii) of paragraph 16 of this Order.~~

15. ~~18.~~ *Setoff, Replacement Liens and Junior Adequate Protection Liens.* To the extent that a customer or supplier of the Debtors that has an allowable setoff claim under section 506 or 553 of the Bankruptcy Code in respect of its payables owed to any Debtor as of the Petition Date ("Pre-Petition Payables") or a valid right of recoupment that arose prior to the Petition Date (such setoff claim or right of recoupment, "Setoff"), such customer or supplier (a "Setoff Claimant") is hereby provided, consistent with the terms of the Existing DIP Order, with certain rights and adequate protection as described below. For the avoidance of doubt, nothing herein shall be construed to be an admission or acknowledgement, or an increase or decrease in the monetary amount of the pre-

petition setoff or recoupment rights of any person, under the Bankruptcy Code, applicable non-bankruptcy law or otherwise.

(a) Exercise of Set Off. (1) Any exercise of a Setoff Right (as defined below) in accordance with this Order shall not be stayed by section 362 of the Bankruptcy Code. Any exercise of any right of Setoff other than in accordance with this Order is subject to section 362 of the Bankruptcy Code. Nothing in this Order shall prevent any holder of a right of Setoff from seeking relief from the automatic stay with respect to such Setoff, or prevent the Debtors or any party in interest from objecting or being heard with respect to any such request. A Setoff Claimant shall, in accordance with this paragraph, be entitled to exercise its Setoff that arose in the ordinary course of business for any claims or recoupment defenses arising from or related to the claims for prepetition warranty and/or product recall claims, customer adjustments, customer rebates and allowances, overpricing claims, claims for short shipments and damaged goods, customer/supplier netting and other similar claims arising in the ordinary course of business of the relevant parties other than any such claims or recoupment defenses arising as a result of the filing of the cases (a "Setoff Right"). A Setoff Right shall not include any claims or recoupment defenses arising from or related to employee or employee benefit matters, retiree benefit or pension matters, including, without limitation, any related indemnities or guarantees, the rejection of executory contracts, or consequential or punitive damages. The determination as to whether a Setoff Claimant may exercise a "Setoff Right" will be made solely by ~~(iii)~~(i) the agreement of the Setoff Claimant, the Creditors' Committee and the Debtors, ~~(iii)~~(ii) pursuant to the procedures hereinafter set forth or ~~(iii)~~(iii) order of the Court.

(2) Any Setoff Claimant seeking to exercise a Setoff Right against payables during any month (whether against Pre-Petition Payables or post-petition payables) shall submit to the Debtors and the Creditors' Committee (with a copy to the Agent) a written request to exercise such Setoff Right, the basis for such Setoff Right and reasonably detailed documentation supporting such Setoff Right. If the Setoff Claimant, the Creditors' Committee and the Debtors fail to agree in writing that any amount is included in a Setoff Right within 10 business days after submission of such information to the Debtors and the Creditors' Committee (the "Agreement Deadline"), the Debtors and such Setoff Claimant shall (unless all such parties agree to extend such 10 business day period) seek resolution of such matter through a mediator agreed to by the Debtors and such Setoff Claimant or appointed by this Court. Such mediation shall end not later than 30 days after the Agreement Deadline unless such period is extended by agreement of the Debtors and such Setoff Claimant. If the Debtors and such Setoff Claimant cannot resolve the matter through such mediation, then such matter may be submitted to binding arbitration to a single arbitrator agreed to by all such parties or appointed by this Court, and such parties shall request that such arbitrator issue its ruling within 90 days after the Agreement Deadline. Notwithstanding any award in any such arbitration, in no event shall the Setoff Claimant be permitted to exercise its Setoff Right against any payables other than Pre-Petition Payables except as set forth in this paragraph ~~18~~15.

(3) In the event any Setoff Claimants (the "Non-Exercising Setoff Claimants") have not exercised their asserted Setoff Rights in respect of their respective Pre-Petition Payables and have instead paid their Pre-Petition Payables to the Debtors, in addition to any other adequate protection provided to such Non-Exercising Setoff

Claimants herein, the Non-Exercising Setoff Claimants may exercise Setoff Rights established in accordance with this paragraph against post-petition payables owed by such Non-Exercising Setoff Claimants to the Debtor or Debtors against which such Non-Exercising Setoff Claimants have their Setoff Rights; *provided* that (a) in the case of the exercise of any Setoff Rights by General Motors Corporation or any of its affiliates (“GM”), the aggregate amount of Setoff Rights that may be exercised pursuant to this subparagraph (3) against Pre-Petition Payables or post-petition payables owed by GM to the Debtors during any month shall not exceed \$35 million (the “Aggregate Monthly Cap Amount”) and (b) to the extent Setoff Rights are recognized in accordance with this Order [or the Existing DIP Order](#) in excess of the Setoff Rights that are permitted to be exercised pursuant to such limitations, Setoff Claimants may carry forward their Setoff Right to succeeding months, subject to the applicable monthly limitations, if any, until such Setoff Rights have been fully exercised.

(4) (a) Except as set forth above, and subject to the adequate protection provided to Setoff Claimants as herein set forth, Setoff Claimants shall not be permitted to exercise any Setoff until the later of (x) the effective date of the Debtors’ confirmed plan of reorganization and (y) allowance of the Setoff as a claim in these Cases. Any exercise of Setoff pursuant to (x) or (y) above is subject to the treatment afforded to such Setoff under a plan of reorganization confirmed by the Bankruptcy Court. Nothing contained herein shall limit (i) the discretion of the Debtors to pay warranty and/or product recall claims in accordance with orders of the Court, (ii) the right of any party in interest to exercise a post-petition setoff or recoupment against a

post-petition payable or (iii) the right of a Setoff Claimant to request further adequate protection (or the Debtors or any party in interest to oppose any such request).

(b) Adequate Protection. A Setoff Claimant is entitled, pursuant to sections 361, 362(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of its Setoff to the extent it does not exercise such Setoff and remits the amount of such Pre-Petition Payables not setoff or recouped. As adequate protection therefor, each such Setoff Claimant is hereby granted, effective upon payment to the Debtors of the amount subject to such Setoff, the following (collectively, [including any Junior Adequate Protection Liens granted pursuant to the Existing DIP Order](#), the “Junior Adequate Protection Liens”), such Junior Adequate Protection Liens to be effective and perfected without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements:

(i) A replacement lien ([including any Replacement Liens granted pursuant to the Existing DIP Order](#), the “Replacement Lien”) on such Setoff Claimant’s post-petition payables to the extent that it is determined that such Setoff Claimant had a Setoff in respect of the Pre-Petition Payables that have been remitted to the Debtors, which Replacement Lien is limited to the amount of the Setoff; *provided, however*, that (i) the Debtors reserve their rights to any and all Claims and Defenses that may be asserted with respect to such Setoff and (ii) the Replacement Liens are subject and subordinate to and only to (x) the ~~security interests and liens~~ [Existing DIP Liens, the First Priority DIP Liens](#) granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents, and any liens to which such liens so granted to the Agent are junior and (y) the Carve-Out.

(ii) As further adequate protection to protect the Setoff Claimant against any diminution in the value of its Replacement Lien, the Setoff Claimant is hereby granted a security interest in and lien upon all the other Collateral, subject and subordinate to and only to ~~(A) the security interests and liens~~ (A) the Existing DIP Liens, the DIP Liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents, and any liens to which such liens so granted to the Agent are junior, ~~-(B)~~ (B) the Carve Out and ~~(C)~~ (C) until the Refinancing Date, the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral and the Adequate Protection Liens granted to the Pre-Petition Agent and the Pre-Petition Secured Lenders, under the Existing DIP Order; *provided* that the Setoff Claimant's security interest in and lien upon Collateral which is not (x) Pre-Petition Collateral (as defined in the Existing DIP Order), (y) Collateral that would have constituted Pre-Petition Collateral but for the operation of section 552(a) of the Bankruptcy Code as to which, without further action, the Pre-Petition Agent would have had a valid and perfected security interest or lien or (z) subject to the Replacement Lien, shall be *pari passu* with the Adequate Protection Liens granted to the Pre-Petition Agent and the Pre-Petition Secured Lenders ~~in such Collateral~~ pursuant to the Existing DIP Order and *pari passu* with the DIP Liens on Collateral that is not included in clauses (x), (y) or (z) solely to the extent such DIP Liens secure the Tranche C Term Loan.

(iii) As further Adequate Protection, to the extent that the post-petition payables in respect of which the Setoff Claimant is granted a Replacement Lien are less than the Setoff of such Setoff Claimant, such Setoff Claimant is hereby granted an administrative claim under section 507(b) of the Bankruptcy Code in the amount of such

deficiency subject to the Carve Out and equal in priority to the administrative claim granted as adequate protection to the Pre-Petition Secured Lenders in ~~Paragraph 12(b)~~ above paragraph 12(b) of the Existing DIP Order and the Superpriority Claim in respect of the Tranche C Loan; *provided, however*, that the Setoff Claimant shall not receive or retain any payments, property or other amounts in respect of the claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations in respect of the First Priority Facilities have indefeasibly been paid in cash in full and no letters of credit under the First Priority Facilities remain outstanding.

16. ~~19.~~ *Debtor Reimbursement Claims and Debtor Liens.* Without limiting the joint and several liability of each of the Debtors for the DIP Obligations, the Debtors shall use their reasonable best efforts to ensure that Debtors that receive the benefit of funds advanced under the Financing repay their share thereof on a dollar for dollar basis. To the extent a Debtor ~~(H)~~(i) incurs any of the DIP Obligations (including as a result of intercompany balances incurred after the Petition Date to the extent such balances arise from the incurrence of DIP Obligations) or ~~(H)~~(ii) receives a ~~postpetition~~post-petition intercompany loan or transfer (including as a result of the Debtors' cash management system or otherwise) (each a "Beneficiary Debtor"), and such DIP Obligations were repaid or such ~~postpetition~~post-petition intercompany loan or transfer is made (including from cash collateral) (each an "Advance") by ~~(A)~~(A) any other Debtor that is a Borrower or Guarantor under the Financings or ~~(B)~~(B) any non-Debtor affiliate (together (A) and (B) an "Adequately Protected Entity"), the Adequately Protected Entity shall have, subject to the limitations set forth in paragraph ~~20~~17 below (a) an allowed claim under sections 364(c)(1) and 507(b) of the Bankruptcy Code against the Beneficiary Debtor for

the amount of such Advance, having priority over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, which claim shall bear interest at a rate agreed between the Debtors from time to time for the period accruing from and after the date such claim arises until repayment thereof (collectively, [including Debtor Reimbursement Claims granted pursuant to paragraph 17 of the Existing DIP Order](#), the “Debtor Reimbursement Claim”) and ~~(b)~~[\(b\)](#) a lien on all Collateral under section 364(c)(3) of the Bankruptcy Code securing such Debtor Reimbursement Claim ([including Debtor Liens granted pursuant to paragraph 17 of the Existing DIP Order](#), a “Debtor Lien”). All ~~Debtor~~ Liens are effective and perfected without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements.

[17.](#) ~~20.~~ All Debtor Reimbursement Claims and Debtor Liens shall be junior, subject and subordinate to and only to the Superpriority Claims, the DIP Liens, ~~the~~ Adequate Protection Obligations, [the](#) Junior Adequate Protection Liens, the Replacement Liens and to any claims against such Beneficiary Debtor that are expressly senior to, and on a parity with, or carved out from the Superpriority Claims, the DIP Liens, ~~the~~ Adequate Protection ~~Obligations~~[Obligation](#), Junior Adequate Protection Liens or the Replacement Liens. All Debtor Liens shall be “silent” liens and the Adequately Protected Entity shall forbear from exercising, and shall not be entitled to exercise, any right or remedy relating to any Debtor Reimbursement Claim or Debtor Lien, including, without limitation, taking any of the actions that the ~~Pre-Petition Agent, the Pre-Petition Secured Lenders and~~ holders of Replacement Liens and Junior Adequate Protection Liens are prohibited from taking pursuant to paragraph ~~8~~[7](#), including, without limitation, as to

seeking relief from the automatic stay, or seeking any sale, foreclosure, realization upon repossession or liquidation of any property of another Debtor, or taking any position with respect to any disposition of the property, the business operations, or the reorganization of another Debtor. The Agent shall have the exclusive right to manage, perform and enforce all rights and remedies described in the DIP Documents. The Debtor Lien of the Adequately Protected Entity automatically, and without further action of any person or entity of any kind, shall be released or otherwise terminated to the extent that property subject to such Debtor Lien is sold or otherwise disposed of by or on behalf of the Agent or any other Debtor or to the extent that such property is subject to a lien prior to the DIP Liens and such lien is permitted under the DIP Documents.

18. *Sufficiency of Adequate Protection.* Under the circumstances and given that the above described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of all parties with liens against or interests in property of the Borrower or the Guarantors.

19. ~~21.~~ With respect to the effect of Debtor Liens on any sale of property by the Debtors, ~~(a)~~(a) the Debtors may sell property, in accordance with section 363 of the Bankruptcy Code, free and clear of any Debtor Lien, with such lien attaching to the proceeds of sale in the same priority and subject to the same limitations and restrictions as existed in respect of the property sold and ~~(b)~~(b) the provisions of section 363(k) of the Bankruptcy Code shall not apply.

20. ~~22.~~ *JPMCB As Collateral Agent.* To the extent JPMCB, in its role as Collateral Agent under the Existing ~~Agreements~~Pre-Petition Facility Documents, is the

secured party under any Control Agreements (as defined in the Existing ~~Agreements~~Pre-Petition Facility Documents), listed as loss payee under the Debtors' insurance policies as required under ~~the~~that certain Guarantee and Collateral Agreement, dated as of June 14, 2005, by the Borrower and certain of its subsidiaries, in favor of the Pre-Petition Agent, or is the secured party under any other Existing ~~Agreement~~Pre-Petition Facility Document, JPMCB, in its role as Collateral Agent under the DIP Credit Agreement, is also deemed to be the secured party under such Control Agreements, loss payee under the Debtors' insurance policies and the secured party under any other Existing ~~Agreement~~Pre-Petition Facility Document and shall act in that capacity and distribute any proceeds recovered or received first, for the benefit of the DIP Lenders in accordance with the DIP Credit Agreement and second, subsequent to indefeasible payment in full of all DIP Obligations, for the benefit of the Pre-Petition Secured Lenders under the Existing ~~Agreements~~Pre-Petition Facility Documents.

21. ~~23.~~ *Order Governs.* In the event of any inconsistency between the provisions of this Order and the ~~DIP~~Existing DIP Order, the DIP Documents or the Existing DIP Facility Documents, the provisions of this Order shall govern. Subject to the terms of this Order, the provisions of the Existing DIP Order shall remain in full force and effect. The terms of this Order shall govern to the extent of any inconsistency between this Order and that certain Cash Management Order dated October 14, 2005, including, without limitation, with respect to the matters set forth in paragraphs ~~19~~16 to ~~21~~18 of this Order.

22. ~~24.~~ *Binding Effect; Successors And Assigns.* The DIP Documents and the provisions of this Order, including all findings herein, shall be binding upon all parties in

interest in these Cases, including, without limitation, the Agent, the DIP Lenders, the [Existing DIP Agent, the Existing DIP Lenders, the](#) Pre-Petition Agent, the Pre-Petition Secured Lenders, any party granted a Junior Adequate Protection Lien hereunder [or under the Existing DIP Order](#), any Committee appointed in these Cases, and the Debtors, for themselves and not for their estates, and their respective successors and assigns and shall inure to the benefit of the Agent, the [DIP Lenders, the Existing DIP Agent, the Existing](#) DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, any party granted a Replacement Lien or Junior Adequate Protection Lien, and the Debtors and their respective successors and assigns; *provided, however*, that the Agent, the [Existing DIP Agent, the](#) Pre-Petition Agent, the [DIP Lenders, the Existing](#) DIP Lenders and the Pre-Petition Secured Lenders shall have no obligation to permit the use of Cash Collateral or extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan under the DIP Credit Agreement, permitting the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Order or the DIP Documents, the Agent, the Pre-Petition Agent, the [Existing DIP Agent, the DIP Lenders, the Existing](#) DIP Lenders and the Pre-Petition Secured Lenders shall not be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute).

23. ~~25.~~ *Aircraft Leases.* Notwithstanding anything to the contrary contained in this Order and consistent with this Court's September 29, 2006 order (Docket No. 5234), no DIP Liens or any other liens or interests granted, authorized or contemplated herein shall attach to any interests of Delphi Automotive Systems Human Resources, LLC ("Delphi HR") in two leases of aircraft, both of which are dated March 30, 2001 between Bank of America, N.A., and Delphi HR (the "Aircraft Leases"), or in any personal property, cash collateral or proceeds that is the subject of the Aircraft Leases.

24. ~~26.~~ *Objections Overruled.* Any ~~Objection~~ objection to the Motion which has not been withdrawn or resolved is, to the extent not resolved, hereby overruled.

25. ~~27.~~ *Committee Notices.* All notices to be provided to the Creditors' Committee shall be sent to Latham & Watkins LLP, 885 Third Avenue, Suite 1000, New York, NY 10022-4834, Attn: Robert Rosenberg, Esq.

26. Notwithstanding the possible applicability of Bankruptcy Rule 6004(g) or any other provision of the Bankruptcy Rules or Bankruptcy Code, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

Dated: ~~October 28,~~  
~~2005~~           , 200    
New York, New York

~~/s/ROBERT D. DRAIN~~  
\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE

Document comparison done by DeltaView on Sunday, December 17, 2006  
4:43:10 PM

Input:	
Document 1	file://M:/REFI/DELTAVIEW/Existing.Final.DIP.Order.061217_0957.doc
Document 2	file://M:/REFI/DELTAVIEW/delphi.refi.approval.order.061217_1641.doc
Rendering set	DPW -- Color Legislative

Legend:	
	<u>Insertion</u>
	<del>Deletion</del>
	<del>Moved from</del>
	<u>Moved to</u>
	Style change
	Format change
	<del>Moved deletion</del>
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	197
Deletions	245
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	442

Hearing Date and Time: January 5, 2007 at 10:00 a.m.  
Objection Deadline: January 2, 2007 at 4:00 p.m.

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

SHEARMAN & STERLING LLP  
599 Lexington Avenue  
New York, New York 10022  
(212) 848-4000  
Douglas P. Bartner (DB 2301)  
Andrew V. Tenzer (AT 2263)

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

----- x  
In re : Chapter 11  
DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
Debtors. : (Jointly Administered)  
----- x

NOTICE OF EXPEDITED MOTION FOR ORDER UNDER 11 U.S.C. §§ 105, 361, 362, 363,  
364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), AND 364(e) AND FED. R. BANKR. P. 2002, 4001  
AND 6004(g)(I) AUTHORIZING DEBTORS TO OBTAIN POST-PETITION FINANCING  
AND (II) AUTHORIZING DEBTORS TO REFINANCE SECURED POST-PETITION  
FINANCING AND PREPETITION SECURED DEBT

("NOTICE OF DIP REFINANCING MOTION")

PLEASE TAKE NOTICE that on December 18, 2006, Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), filed a Motion For Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and Fed. R. Bankr. P. 2002, 4001 and 6004(g) (I) Authorizing Debtors To Obtain Post-Petition Financing And (II) Authorizing Debtors To Refinance Secured Post-Petition Financing And Prepetition Secured Debt (the "DIP Refinancing Motion").

PLEASE TAKE FURTHER NOTICE that the Debtors have submitted the proposed Order Scheduling Non-Omnibus Hearings On Debtors' Plan Investment And Framework Support Approval Motion And Dip Refinancing Motion (the "Scheduling Order"), setting the hearing for this Motion on January 5, 2007 (Prevailing Eastern Time) (the "Hearing") before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004 (the "Bankruptcy Court").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Scheduling Order objections, if any, to the Motion must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (Docket No. 5418), (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must

file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr.), (iii) counsel for the agent under the Debtors' prepetition credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 (Att'n: Kenneth S. Ziman), (iv) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald S. Bernstein and Brian M. Resnick), (v) counsel for the Official Committee of Unsecured Creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg and Mark A. Broude), (vi) counsel for the Official Committee of Equity Security Holders, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004 (Att'n: Bonnie Steingart), and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Alicia M. Leonhard), in each case so as to be **received** no later than **4:00 p.m. (Prevailing Eastern Time) on January 2, 2007** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that only those objections made as set forth herein and in accordance with the Scheduling Order will be considered by the Bankruptcy Court at the Hearing. If no objections to the Motion are timely filed and served in accordance with the procedures set forth herein and the Scheduling Order, the Bankruptcy Court may enter an order granting the Motion without further notice.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

- and -

SHEARMAN & STERLING LLP

By: /s/ Andrew V. Tenzer  
Douglas P. Bartner (DB 2301)  
Andrew V. Tenzer (AT 2263)  
599 Lexington Avenue  
New York, New York 10022  
(212) 848-4000  
Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x
	:
In re	: Chapter 11
	:
DELPHI CORPORATION, <u>et al.</u> ,	: Case No. 05-44481 (RDD)
	:
Debtors.	: (Jointly Administered)
	:
-----	x

ORDER UNDER 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3),  
364(d)(1), AND 364(e) AND FED. R. BANKR. P. 2002, 4001 AND 6004(g)(I)  
AUTHORIZING DEBTORS TO OBTAIN POST-PETITION FINANCING AND (II)  
AUTHORIZING DEBTORS TO REFINANCE SECURED POST-PETITION  
FINANCING AND PREPETITION SECURED DEBT

(“DIP REFINANCING ORDER”)

Upon the motion, dated December 18, 2006 (the “Motion”), of Delphi Corporation (the “Borrower”) and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”), for an order under sections 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 as amended and in effect on October 8, 2005, et seq. (the “Bankruptcy Code”), and Rules 2002, 4001 and 6004(g) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), seeking, among other things:

- (1) authorization for the Borrower to obtain post-petition financing (the “Financing”) to refinance its existing debtor-in-possession financing and certain pre-petition indebtedness of the Borrower, and for all of the other Debtors (the “Guarantors”) to guaranty the Borrower’s obligations in

connection with the Financing, up to the aggregate principal amount of \$4,495,820,240.59 (the actual available principal amount at any time being subject to those conditions set forth in the DIP Documents (as defined below)), pursuant to a credit facility with JPMorgan Chase Bank, N.A. (“JPMCB”), acting as Administrative Agent (in such capacity, the “Agent”) for itself and a syndicate of financial institutions (together with JPMCB and including the fronting and issuing banks for the letters of credit, the “DIP Lenders”), and Citicorp USA, Inc. (“CUSA”) as Syndication Agent for the First Priority Facilities (as defined below), J.P. Morgan Securities Inc. (“JPMorgan”), Citigroup Global Markets, Inc. and Deutsche Bank Securities Inc. as Joint Lead Arrangers for the First Priority Facilities (the “First Priority Facilities Joint Lead Arrangers”), and JPMorgan as sole Lead Arranger for the Tranche C Term Loan (as defined below) (the “Tranche C Lead Arranger”, and together with the First Priority Facilities Joint Lead Arrangers, the “Joint Lead Arrangers”);

(2) authorization for the Debtors to execute and enter into the DIP Documents and to perform such other and further acts as may be required in connection with the DIP Documents;

(3) the use of certain proceeds of the Financing to (a) irrevocably repay in full all outstanding loans under that certain Third Amended and Restated Credit Agreement, dated as of June 14, 2005 (as heretofore amended, supplemented or otherwise modified, the “Pre-Petition Credit Agreement” and, together with the mortgages and all other documentation

executed in connection therewith, the “Existing Pre-Petition Facility Documents”), among the Borrower, the several lenders from time to time party thereto (the “Pre-Petition Secured Lenders”), and JPMCB, as administrative agent for the Pre-Petition Secured Lenders (in such capacity, the “Pre-Petition Agent”) (such repayment in full referred to herein as the “Pre-Petition Facility Refinancing”), the authorization of which constitutes an “Extraordinary Provision” under General Order No. M-274 of the United States Bankruptcy Court for the Southern District of New York (the “General Order”), and (b) irrevocably repay in full all loans and other obligations under that certain Revolving Credit, Term Loan and Guaranty Agreement dated as of October 14, 2005 (as heretofore amended, supplemented or otherwise modified, the “Existing DIP Credit Agreement” and, together with the mortgages and all other documentation executed in connection therewith, the “Existing DIP Facility Documents”) by and among the Borrower, the several lenders from time to time party thereto (the “Existing DIP Lenders”), and JPMCB, as administrative agent for the DIP Lenders (in such capacity, the “Existing DIP Agent”) (such repayment in full, the “DIP Facility Refinancing”, and together with the Pre-Petition Facility Refinancing, the “Refinancing”),

(4) the continuation of certain adequate protection with respect to various parties, whose liens, security interests or setoff rights were primed by the Existing DIP Facility Documents and are being primed by some or all of the Financing;

(5) continuation of the authorization for the Debtors to use cash collateral (as such term is defined in the Bankruptcy Code) in which certain parties have an interest, and the granting of adequate protection to such parties with respect to, *inter alia*, such use of their cash collateral and all use and diminution in the value of their interest therein;

(6) permission to accelerate Borrowings and the termination of the Commitments under the DIP Credit Agreement upon (a) a Change of Control (as each such term is defined in the DIP Credit Agreement) or (b) the entry of an order or orders granting relief from the automatic stay applicable under section 362 of the Bankruptcy Code to the holder or holders of any security interest to permit foreclosure (or the granting of a deed in lieu of foreclosure or the like) on any assets of the Borrower or any of the Guarantors which have a value in excess of \$20 million in the aggregate, which are Extraordinary Provisions under the General Order; and

(7) the limitation of the Debtors' right to surcharge against collateral pursuant to section 506(c) of the Bankruptcy Code, which is an Extraordinary Provision under the General Order and authorized under the Existing DIP Order (as hereinafter defined).

Due and appropriate notice of the Motion and the relief requested therein having been served by the Debtors in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, and 9014

Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006.

A hearing on the Motion having been held by this Court on January 5, 2007 at 10:00 a.m. (the "Hearing");

Upon the record made by counsel to the Debtors at the Hearing, and after due deliberation and consideration and sufficient cause appearing therefor;

IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

1. *Jurisdiction.* This Court has core jurisdiction over the Cases, this Motion, and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334.

Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. *Notice.* Under the circumstances, the notice given by the Debtors of the Motion and the Hearing constitutes due and sufficient notice thereof and complies with Bankruptcy Rules 4001(b) and (c).

3. *Findings Regarding The Financing.*

(a) Good cause has been shown for the entry of this Order.

(b) The Debtors require the proceeds of this Financing and use of Cash Collateral (as defined below) in order to reduce their cost of financing and to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers and customers, to make payroll, to make capital expenditures and to satisfy other working capital and operational needs. The reduction in financing costs together with continued access of the Debtors to sufficient working capital and liquidity through the use of Cash Collateral, incurrence of new indebtedness for borrowed money and other financial accommodations is vital to the

preservation and enhancement of the going concern values of the Debtors and to a successful reorganization of the Debtors.

(c) The Debtors are unable to obtain financing on more favorable terms from sources other than the DIP Lenders under the DIP Documents and are unable to obtain adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain adequate secured credit allowable under sections 364(c)(1), 364(c)(2) and 364(c)(3) of the Bankruptcy Code without the Debtors granting to the Agent and the DIP Lenders, subject to the Carve Out as provided for herein, the DIP Liens and the Superpriority Claims (as defined below) under the terms and conditions set forth in this Order and in the DIP Documents.

(d) The terms of the Financing and the use of Cash Collateral are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and constitute reasonably equivalent value and fair consideration.

(e) The Financing has been negotiated in good faith and at arm's length between the Debtors, the Agent and the DIP Lenders, and all of the Debtors' obligations and indebtedness arising under, in respect of or in connection with the Financing and the DIP Documents, including without limitation, (i) all loans made to, and all letters of credit issued for the account of, the Debtors pursuant to the Revolving Credit, Term Loan and Guaranty Agreement, a copy of which was filed with the Court prior to commencement of the Hearing (the "DIP Credit Agreement"), and (ii) any "Obligations" and all other "Secured Obligations" (as each such term is defined in the DIP Credit Agreement), including any hedging obligations of the Debtors permitted under the DIP Credit Agreement and any Indebtedness (as defined in the DIP Credit Agreement) permitted by

Section 6.03(viii) thereof, in each case owing to JPMCB, any DIP Lender or any of their respective banking affiliates (all of the foregoing in clauses (i) and (ii) collectively, the “DIP Obligations”), shall be deemed to have been extended by the Agent and the DIP Lenders and their affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise.

(f) The Debtors have requested entry of this Order pursuant to Bankruptcy Rules 4001(b)(2), 4001(c)(2) and 6004(g).

(g) For the reasons set forth in the Motion and based on the evidence presented at the Hearing, consummation of the Financing and the use of Cash Collateral in accordance with this Order and the DIP Documents is in the best interest of the Debtors’ estates.

4. *Authorization Of The Financing And The DIP Documents.*

(a) The Debtors are hereby authorized to be a party to the DIP Documents. The Borrower is hereby authorized to borrow money and obtain letters of credit pursuant to the DIP Credit Agreement, and the Guarantors are hereby authorized to guaranty such borrowings and the Borrower’s obligations with respect to such letters of credit, up to an aggregate principal or face amount of \$4,495,820,240.59 (plus interest, fees and other expenses provided for in the DIP Documents), subject to any limitations of borrowings under the DIP Documents, and in accordance with the terms of this Order and the DIP Documents, which shall be used solely for purposes permitted under the DIP

Documents, including, without limitation, (i) with respect to the the Tranche A Loan and the Tranche B Loan (as each such term is defined in the DIP Credit Agreement, as hereinafter defined, referred to herein as the “Tranche A Loan” and “Tranche B Loan”, respectively, and collectively as the “First Priority Facilities”), for the DIP Facility Refinancing and to provide working capital for the Borrower and the Guarantors and for other general corporate purposes and to pay interest, fees and expenses in accordance with this Order and the DIP Documents and (ii) with respect to the Tranche C Loan (as defined in the DIP Credit Agreement, the “Tranche C Loan”), for the Pre-Petition Facility Refinancing. In addition to such loans and obligations, the Debtors are authorized to incur overdrafts and related liabilities arising from treasury, depository and cash management services or in connection with any automated clearing house fund transfers provided to or for the benefit of the Debtors by JPMCB or any other DIP Lender or any of their respective affiliates; *provided, however*, that nothing herein shall require JPMCB or any other party to incur overdrafts or to provide any such services or functions to the Debtors.

(b) In furtherance of the foregoing and without further approval of this Court, each Debtor is authorized and directed to perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution or recordation of security agreements, mortgages and financing statements), and to pay all fees, that may be reasonably required or necessary for the Debtors’ performance of their obligations under the Financing, including, without limitation:

(i) the execution, delivery and performance of the Loan Documents (as defined in the DIP Credit Agreement) and any exhibits attached thereto, including, without limitation, the DIP Credit Agreement, the Security and Pledge

Agreement (as defined in the DIP Credit Agreement) and the mortgages, if any, contemplated thereby (collectively, and together with the letter agreements referred to in clause (iv) below, the “DIP Documents”);

(ii) the execution, delivery and performance of one or more amendments to the DIP Credit Agreement for, among other things, the purpose of adding additional financial institutions as DIP Lenders and reallocating the commitments for the Financing among the DIP Lenders, in each case in such form as the Debtors, the Agent and the DIP Lenders may agree (it being understood that (A) no further approval of the Court shall be required for amendments to the DIP Credit Agreement that do not (i) shorten the maturity of the extensions of credit thereunder, (ii) increase the commitments, the rate of interest or the letter of credit fees payable thereunder, (iii) amend the financial covenants in Section 6.04 therein to be more restrictive on the Debtors or (iv) amend the notice provisions of Section 7.01 therein (i.e., notice of exercise of remedies after the occurrence of an Event of Default), and (B) the Debtors shall provide the official committee of unsecured creditors (the “Creditors’ Committee”) with five (5) business days’ prior notice (or such shorter period as the Creditors’ Committee and the Debtors may agree) of any amendment to the DIP Credit Agreement that causes the Borrowing Base to be decreased);

(iii) the non-refundable payment to the Agent, the Joint Lead Arrangers or the DIP Lenders, as the case may be, of the fees referred to in the DIP Credit Agreement (and in the separate letter agreements between them in connection with the Financing) and reasonable costs and expenses as may be due from time to time, including, without limitation, reasonable fees and expenses of the professionals retained as provided for in the DIP Documents; and

(iv) the performance of all other acts required under or in connection with the DIP Documents.

(c) The DIP Documents constitute valid and binding obligations of the Debtors, enforceable against each Debtor party thereto in accordance with the terms of the DIP Documents. No obligation, payment, transfer or grant of security under the DIP Documents or this Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including without limitation, under section 502(d) of the Bankruptcy Code), or subject to any defense, reduction, setoff, recoupment or counterclaim.

5. *Superpriority Claims.*

(a) Pursuant to section 364(c)(1) of the Bankruptcy Code, all of the DIP Obligations shall constitute allowed claims against the Debtors with priority over any and all administrative expenses, diminution claims (including all Adequate Protection Obligations, as defined in the Existing DIP Order, referred to herein as the “Adequate Protection Obligations”), Replacement Liens and Junior Adequate Protection Liens (each as defined below)) and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (the “Superpriority Claims”), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment (other than to the extent of any statutory liens or security interests arising after the filing of the Debtors’ chapter 11

petitions (the “Petition Date”) and permitted under the DIP Credit Agreement that by operation of law would have priority over a previously perfected security interest), which allowed claims shall be payable from and have recourse to all pre-petition and post-petition property of the Debtors and all proceeds thereof, subject only to the payment of the Carve Out to the extent specifically provided for herein; *provided, however*, that (i) the Superpriority Claims in respect of the First Priority Facilities shall be senior in priority to the Superpriority Claims in respect of the Tranche C Loan, and (ii) the Superpriority Claims granted hereunder shall remain subject and subordinate to any Superpriority Claims arising under the Existing DIP Order (as defined therein) until such Superpriority Claims under the Existing DIP Order have been irrevocably paid in full.

(b) For purposes hereof, the “Carve Out” means (i) all unpaid fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, (ii) all fees and expenses incurred by a trustee under Section 726(b) of the Bankruptcy Code, (iii) after the occurrence and during the continuance of an Event of Default (as defined in the DIP Credit Agreement), all allowed and unpaid professional fees and disbursements incurred by the Debtors and any statutory committees appointed in the Cases (each, a “Committee”), and Transaction Expenses (as defined in the Equity Purchase and Commitment Agreement (the “EPCA”), a copy of which is attached to the Expedited Motion For Order Authorizing And Approving The Equity Purchase And Commitment Agreement Pursuant To Sections 105(A), 363(B), 503(B) And 507(A) Of The Bankruptcy Code And The Plan Framework Support Agreement Pursuant To Sections 105(A), 363(B), And 1125(E) Of The Bankruptcy Code (the “Plan Investment And Framework Support Approval Motion”),

filed concurrently with the DIP Refinancing Motion) incurred from and after the date that an order is entered approving the EPCA (the "Post-Order Transaction Expenses"), that remain unpaid subsequent to the payment, pro rata with other nonpriority administrative creditors, of such fees and expenses from available funds remaining in the Debtors' estates for such creditors, in an aggregate amount not exceeding \$35,000,000, which amount may be used subject to the terms of this Order, including, without limitation, paragraph 14 hereof, and (iv) all unpaid professional fees and disbursements incurred or accrued by the Debtors and any Committees, and Post-Order Transaction Expenses, in each case incurred or accrued at any time when no Event of Default is continuing (and promptly upon receipt of a notice of an Event of Default, the Debtors shall provide a copy of such notice to counsel for the Creditors' Committee), that remain unpaid subsequent to the payment, pro rata with other nonpriority administrative creditors, of such fees and expenses and Post-Order Transaction Expenses from available funds remaining in the Debtors' estates for such creditors, in an aggregate amount not exceeding the sum of (x) such unpaid professional fees and disbursements, and Post-Order Transaction Expenses, reflected on the most recent Borrowing Base Certificate (as defined in the DIP Credit Agreement) delivered to the Agent prior to any Event of Default that is then continuing and (y) such unpaid professional fees and disbursements, and Post-Order Transaction Expenses, incurred or accrued after such Borrowing Base Certificate (but at a time when no Event of Default is continuing) in an aggregate amount under this clause (y) not exceeding \$5,000,000 (and with amounts included in this clause (y), to be supported by back-up documentation in respect of the amounts and dates of incurrence of such fees and disbursements), in each of the foregoing clauses (i), (ii), (iii) and (iv), to the extent allowed

by the Bankruptcy Court at any time; *provided, however*, that (1) to the extent the dollar limitation in this clause 5(b) on fees and disbursements and Post-Order Transaction Expenses is reduced by any amount as a result of the payment of fees and disbursements and Post-Order Transaction Expenses during the continuance of an Event of Default, and such Event of Default is subsequently cured or waived and no other Event of Default then exists, then effective as of the effectiveness of such cure or waiver, such dollar limitation shall be increased by an amount equal to the amount by which it has been so reduced and (2) (A) nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation described in clauses (iii) and (iv) above and (B) following the Termination Date (as defined in the DIP Credit Agreement), cash or other amounts on deposit in the Letter of Credit Account (as defined in the DIP Credit Agreement), shall not be subject to the Carve Out.

6. *DIP Liens.*

As security for the DIP Obligations, effective and perfected upon the occurrence of the Closing Date (as defined in the DIP Credit Agreement) and the Refinancing (the “Refinancing Date”, at which time all liens, mortgages and security interests under the Existing DIP Facility Documents and the Existing Pre-Petition Facility Documents shall be deemed released and of no further force or effect) and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements or other similar documents, the following security interests and liens are hereby granted to the Agent for its own benefit and the benefit of the DIP Lenders (all property identified in clauses (a), (b) and (c) below being collectively referred to as the “Collateral”), subject, only in the event of the

occurrence and during the continuance of an Event of Default, to the payment of the Carve Out (all such liens and security interests granted to the Agent, for its benefit and for the benefit of the DIP Lenders, pursuant to this Order and the DIP Documents, the “DIP Liens”; the DIP Liens securing the First Priority Facilities, the “First Priority DIP Liens”; and the DIP Liens securing the Tranche C Loan, the “Second Priority DIP Liens”):

(a) First Lien On Cash Balances And Unencumbered Property.

Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all pre-petition and post-petition property of the Debtors, whether existing on the Petition Date or thereafter acquired, to the extent not subject to valid, perfected, non-avoidable and enforceable liens in existence as of the Refinancing Date (after giving effect to the release of liens occurring at such time) (collectively, “Unencumbered Property”), including without limitation, all cash and cash collateral of the Debtors (whether maintained with the Agent or otherwise) and any investment of such cash and cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing, *provided, however*, that the Borrower and the Guarantors shall not be required to pledge to the Agent in excess of 65% of the voting capital stock of its direct Foreign Subsidiaries or any of the capital stock or interests of its indirect Foreign Subsidiaries (if, in the good faith judgment of the Borrower, adverse tax consequences would result to the Borrower). Unencumbered Property shall exclude the Debtors’ claims and causes of action under

sections 502(d), 544, 545, 547, 548, 549, 550 and 553(b) of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "Avoidance Actions"), and any proceeds or property recovered, unencumbered or otherwise the subject of successful Avoidance Actions.

(b) Priming Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all pre-petition and post-petition property of the Debtors (including, without limitation, cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing), whether now existing or hereafter acquired, that is subject to the existing liens remaining after the occurrence of the Refinancing Date that pursuant to the terms of the order of this Court dated October 28, 2005 approving the Borrower's and the Guarantors' entry in the Existing DIP Facility Documents (the "Existing DIP Order") are subject and subordinate to the DIP Liens as defined in the Existing DIP Order (the "Existing DIP Liens"), including, without limitation, all Replacement Liens and Debtor Liens (as each such term is defined in the Existing DIP Order), and any other liens granted under the Existing DIP Order (collectively, the "Primed Liens"). Such security interests and liens shall be senior in all respects to the interests in such property of the holders of the Primed Liens in respect thereof, and shall be subject and subordinate to (i) the Carve Out (except as provided in paragraph 5 hereof), (ii) any valid, perfected and unavoidable interests of other parties arising out of liens existing on the

Refinancing Date, if any, on such property, that pursuant to the terms of the Existing DIP Order are senior in priority to the Existing DIP Liens and (iii) statutory liens or security interests arising after the Refinancing Date and permitted under the DIP Credit Agreement that by operation of law would have priority over a previously perfected security interest. In addition, notwithstanding anything to the contrary contained in this paragraph 6(b), any valid, perfected and non-voidable liens or security interests that remain in existence after the Refinancing Date and that were senior to or *pari passu* with the liens securing the Pre-Petition Secured Facility prior to the Refinancing Date (including, without limitation, to the extent provided in paragraph 15 of this Order, the Replacement Liens and Junior Adequate Protection Liens) shall maintain such priority or *pari passu* position relative to the liens securing the Tranche C Loan.

(c) Liens Junior To Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected security interests in and liens upon all pre-petition and post-petition property of the Debtors (other than the property described in clauses (a) or (b) of this paragraph 6, as to which the liens and security interests in favor of the Agent will be as described in such clauses), whether now existing or hereafter acquired, that as of the Refinancing Date is subject to valid, perfected and unavoidable liens, which security interests and liens in favor of the Agent and the Lenders are junior to such valid, perfected and unavoidable liens.

(d) Liens Senior To Certain Other Liens. The DIP Liens, the Replacement Liens and the Junior Adequate Protection Liens (each as defined below) shall not be subject or subordinate to (i) solely in the case of the DIP Liens, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under

section 551 of the Bankruptcy Code or (ii) any liens arising after the Refinancing Date, including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors other than with respect to any liens or security interests arising after the Refinancing Date and permitted under the DIP Credit Agreement to be senior to the DIP Liens.

7. *Protection Of DIP Lenders' Rights.*

(a) So long as there are any borrowings or letters of credit or other amounts (other than contingent indemnity obligations as to which no claim has been asserted when all other amounts have been paid and no letters or credit are outstanding) outstanding, or the DIP Lenders have any Commitment (as defined in the DIP Credit Agreement) under the DIP Credit Agreement, the Existing DIP Agent, the Existing DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, the holders of Replacement Liens, the holders of Junior Adequate Protection Liens and the holders of Debtor Liens (as defined below) shall (i) take no action to foreclose upon or recover in connection with the liens granted thereto pursuant to the Existing Pre-Petition Facility Documents, the Existing DIP Order or this Order, or otherwise exercise remedies against any Collateral, except to the extent authorized by an order of this Court and (ii) be deemed to have consented to any release of Collateral authorized under the DIP Documents and (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the Collateral unless solely as to this clause (iii), the DIP Lenders file financing statements or other documents to perfect the liens granted pursuant to this

Order, or as may be required by applicable state law to continue the perfection of valid and unavoidable liens or security interests as of the Petition Date. Notwithstanding the foregoing, the Pre-Petition Secured Lenders shall be permitted to file pleadings with respect to any proposed sale, transfer or other disposition of the Collateral by the Debtors outside the ordinary course of business so long as such pleadings do not contravene the provisions of this paragraph 7 and do not otherwise interfere with the exercise of any right or remedy by the Agent or the DIP Lenders. Nothing herein shall be read to permit the Pre-Petition Agent, the Pre-Petition Secured Lenders, or the holders of Replacement Liens, the holders of Junior Adequate Protection Liens or the holders of Debtor Liens to take any action in violation of the Bankruptcy Code or other applicable law. This paragraph 7(a) defines the relative rights of the DIP Agent and the DIP Lenders, on the one hand, and the Pre-Petition Agent and the Pre-Petition Secured Lenders, on the other, and is not intended to confer any rights on the Debtors except with respect to the Debtor Liens.

(b) The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the Agent and the DIP Lenders to exercise, (i) immediately upon the occurrence of an Event of Default, all rights and remedies under the DIP Documents other than those rights and remedies against the Collateral as provided in clause (ii) below, and (ii) upon the occurrence and during the continuance of an Event of Default and the giving of five business days prior written notice to the extent provided for in the DIP Credit Agreement (promptly upon receipt of such notice, the Debtors shall provide a copy of such notice to counsel for the Creditors' Committee), all rights and remedies against the Collateral provided for in the DIP Documents (including, without limitation, the right to setoff monies of the Debtors in

accounts maintained with the Agent or any DIP Lender). In any hearing regarding any exercise of rights or remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing, and the Debtors, the Existing DIP Agent, the Pre-Petition Agent, the Pre-Petition Secured Lenders, and the holders of Replacement Liens or Junior Adequate Protection Liens hereby waive in such capacities, but not in capacities as holders of general unsecured claims, their right to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the Agent or the DIP Lenders set forth in this Order or the DIP Documents. In no event shall the Agent, the DIP Lenders, the Existing DIP Agent, the Pre-Petition Agent, the Pre-Petition Secured Lenders, or the holders of Replacement Liens or Junior Adequate Protection Liens be subject to the equitable doctrine of “marshaling” or any similar doctrine with respect to the Collateral.

8. *Limitation On Charging Expenses Against Collateral.* Except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Agent, the Existing DIP Agent or the Pre-Petition Agent, as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent, the DIP Lenders, the Existing DIP Agent, the Pre-Petition Agent or the Pre-Petition Secured Lenders.

9. *Use Of Cash Collateral.* The Debtors are hereby authorized to use all Cash Collateral (as defined in the Existing DIP Order) of the Pre-Petition Secured Lenders and of the holders of Replacement Liens or Junior Adequate Protection Liens, and the Pre-Petition Secured Lenders and the holders of Replacement Liens or Adequate Protection Liens (as defined in the Existing DIP Order) are directed promptly to turn over to the Debtors all Cash Collateral received or held by them, provided that, until the Refinancing Date, the Pre-Petition Secured Lenders and the holders of Replacement Liens or Adequate Protection Liens are granted adequate protection as set forth in the Existing DIP Order. The Debtors' right to use Cash Collateral shall terminate automatically upon the occurrence of the Termination Date or the voluntary reduction by the Borrower of the Total Commitments to zero (as each such term is defined in the DIP Credit Agreement).

10. *Adequate Protection of Pre-Petition Secured Lenders.* The Adequate Protection Liens and other rights afforded to the Pre-Petition Agent and the Pre-Petition Secured Lenders under paragraphs 12 and 13 of the Existing DIP Order shall continue in effect until the Refinancing Date, whereupon the Adequate Protection Liens shall be deemed released and the provisions of paragraphs 12 and 13 of the Existing DIP Order shall be of no further force or effect.

11. *Perfection Of DIP Liens.*

(a) Subject to the provisions of paragraph 7(a) above, the Agent is hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Agent on behalf of the DIP

Lenders shall, in its sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to the Agent hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, at the time and as of the date of entry of this Order. Upon the request of the Agent, each of the Existing DIP Agent and the Existing DIP Lenders, and the Pre-Petition Agent and Pre-Petition Secured Lenders, without any further consent of any party, is authorized to take, execute and deliver such instruments (in each case without representation or warranty of any kind) to enable the Agent to further validate, perfect, preserve and enforce DIP Liens.

(b) A certified copy of this Order may, in the discretion of the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing offices are hereby authorized to accept such certified copy of this Order for filing and recording.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting post-petition liens, in such leasehold interest or the proceeds of any assignment and/or sale

thereof by any Debtor, in favor of the DIP Lenders in accordance with the terms of the DIP Credit Agreement or this Order.

12. *Preservation Of Rights Granted Under The Order.*

(a) No claim or lien having a priority superior to or *pari passu* with those granted by this Order to the Agent and the DIP Lenders or to the Setoff Claimants, respectively, shall be granted or allowed while any portion of the Financing (or any refinancing thereof) or the Commitments thereunder or the DIP Obligations remain outstanding, and the DIP Liens, the Replacement Liens and the Junior Adequate Protection Liens shall not be (i) solely in the case of the DIP Liens, subject or junior to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code or (ii) subordinated to or made *pari passu* with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise (other than as specifically provided for in this Order). Nothing in this paragraph 12(a) shall limit (x) the rights of the Debtors to refinance the Financing in compliance with the DIP Credit Agreement or (y) the rights of any party in interest with respect to any such refinancing.

(b) Unless all DIP Obligations shall have been paid in full (and, with respect to outstanding letters of credit issued pursuant to the DIP Credit Agreement, cash collateralized in accordance with the provisions of the DIP Credit Agreement), the Debtors shall not seek, and it shall constitute an Event of Default and a termination of the right to use Cash Collateral if any of the Debtors seek, or if there is entered, (i) any modifications or extensions of this Order without the prior written consent of the Agent, and no such consent shall be implied by any other action, inaction or acquiescence by the Agent, or (ii)

an order dismissing any of the Cases. If an order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (x) the Superpriority Claims, priming liens, security interests and replacement security interests granted to the Agent, the Setoff Claimants or the holders of the Debtor Liens pursuant to this Order, shall continue in full force and effect and shall maintain their priorities as provided in this Order until all DIP Obligations shall have been paid and satisfied in full (and that such Superpriority Claims, priming liens and replacement security interests, shall, notwithstanding such dismissal, remain binding on all parties in interest) and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in (x) above.

(c) If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacation shall not affect (i) the validity of any DIP Obligations incurred prior to the actual receipt of written notice by the Agent, as applicable, of the effective date of such reversal, stay, modification or vacation or (ii) the validity or enforceability of any lien or priority authorized or created hereby or pursuant to the DIP Credit Agreement with respect to any DIP Obligations or Adequate Protection Obligations. Notwithstanding any such reversal, stay, modification or vacation, any use of Cash Collateral, or DIP Obligations incurred by the Debtors to the Agent or the DIP Lenders prior to the actual receipt of written notice by the Agent of the effective date of such reversal, stay, modification or vacation shall be governed in all respects by the original provisions of this Order, and the Agent and the DIP Lenders shall be entitled to all the rights, remedies, privileges and benefits granted in section 364(e) of

the Bankruptcy Code, this Order and pursuant to the DIP Documents with respect to all uses of Cash Collateral and DIP Obligations.

(d) Except as expressly provided in this Order or in the DIP Documents, the DIP Liens, the Superpriority Claims and all other rights and remedies of the Agent and the DIP Lenders granted by the provisions of this Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations. The terms and provisions of this Order and the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the Superpriority Claims and all other rights and remedies of the Agent and the DIP Lenders granted by the provisions of this Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full.

13. *Effect Of Stipulations On Third Parties.* Notwithstanding the Fourth Stipulation Between the Creditors' Committee and JPMorgan Chase Bank, N.A., as Agent for the Pre-Petition Secured Lenders, with Respect to an Extension of Deadlines Established Pursuant to Final DIP Financing Order, entered by this Court on June 13, 2006, the stipulations and admissions contained in paragraphs 3 and 10 of the Existing DIP Order shall be binding upon the Creditors' Committee, and the time period during which the

Creditors' Committee is permitted to raise "Claims and Defenses" as provided in paragraph 16 of the Existing DIP Order, is hereby terminated.

14. *Limitation On Use Of Financing Proceeds And Collateral.*

Notwithstanding anything herein or in any other order by this Court to the contrary, no borrowings, letters of credit, Cash Collateral Collateral or the Carve Out may be used to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the DIP Documents, the Existing DIP Facility Documents or the Existing Pre-Petition Facility Documents, or the liens or claims granted under this Order, the Existing DIP Order, the DIP Documents or the Existing Pre-Petition Facility Documents, (b) assert any causes of action against the Agent, the DIP Lenders, the Existing DIP Agent, the Existing DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders or their respective agents, affiliates, representatives, attorneys or advisors, prevent, hinder or otherwise delay the Agent's assertion, enforcement or realization on the Cash Collateral or the Collateral in accordance with the DIP Documents or this Order, (c) seek to modify any of the rights granted to the Agent, the DIP Lenders, the Existing DIP Agent, the Existing DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders hereunder, under the Existing DIP Order or under the DIP Documents, the Existing DIP Facility Documents or the Existing Pre-Petition Facility Documents, in each of the foregoing cases without such parties' prior written consent or (d) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an Order of this Court and (ii) in accordance with the DIP Credit Agreement or otherwise approved by the Agent in its sole discretion.

15. *Setoff, Replacement Liens and Junior Adequate Protection Liens.* To the extent that a customer or supplier of the Debtors that has an allowable setoff claim under section 506 or 553 of the Bankruptcy Code in respect of its payables owed to any Debtor as of the Petition Date (“Pre-Petition Payables”) or a valid right of recoupment that arose prior to the Petition Date (such setoff claim or right of recoupment, “Setoff”), such customer or supplier (a “Setoff Claimant”) is hereby provided, consistent with the terms of the Existing DIP Order, with certain rights and adequate protection as described below. For the avoidance of doubt, nothing herein shall be construed to be an admission or acknowledgement, or an increase or decrease in the monetary amount of the pre-petition setoff or recoupment rights of any person, under the Bankruptcy Code, applicable non-bankruptcy law or otherwise.

(a) Exercise of Set Off. (1) Any exercise of a Setoff Right (as defined below) in accordance with this Order shall not be stayed by section 362 of the Bankruptcy Code. Any exercise of any right of Setoff other than in accordance with this Order is subject to section 362 of the Bankruptcy Code. Nothing in this Order shall prevent any holder of a right of Setoff from seeking relief from the automatic stay with respect to such Setoff, or prevent the Debtors or any party in interest from objecting or being heard with respect to any such request. A Setoff Claimant shall, in accordance with this paragraph, be entitled to exercise its Setoff that arose in the ordinary course of business for any claims or recoupment defenses arising from or related to the claims for prepetition warranty and/or product recall claims, customer adjustments, customer rebates and allowances, overpricing claims, claims for short shipments and damaged goods, customer/supplier netting and other similar claims arising in the ordinary course of business of the relevant parties other

than any such claims or recoupment defenses arising as a result of the filing of the cases (a “Setoff Right”). A Setoff Right shall not include any claims or recoupment defenses arising from or related to employee or employee benefit matters, retiree benefit or pension matters, including, without limitation, any related indemnities or guarantees, the rejection of executory contracts, or consequential or punitive damages. The determination as to whether a Setoff Claimant may exercise a “Setoff Right” will be made solely by (i) the agreement of the Setoff Claimant, the Creditors’ Committee and the Debtors, (ii) pursuant to the procedures hereinafter set forth or (iii) order of the Court.

(2) Any Setoff Claimant seeking to exercise a Setoff Right against payables during any month (whether against Pre-Petition Payables or post-petition payables) shall submit to the Debtors and the Creditors’ Committee (with a copy to the Agent) a written request to exercise such Setoff Right, the basis for such Setoff Right and reasonably detailed documentation supporting such Setoff Right. If the Setoff Claimant, the Creditors’ Committee and the Debtors fail to agree in writing that any amount is included in a Setoff Right within 10 business days after submission of such information to the Debtors and the Creditors’ Committee (the “Agreement Deadline”), the Debtors and such Setoff Claimant shall (unless all such parties agree to extend such 10 business day period) seek resolution of such matter through a mediator agreed to by the Debtors and such Setoff Claimant or appointed by this Court. Such mediation shall end not later than 30 days after the Agreement Deadline unless such period is extended by agreement of the Debtors and such Setoff Claimant. If the Debtors and such Setoff Claimant cannot resolve the matter through such mediation, then such matter may be submitted to binding arbitration to a single arbitrator agreed to by all such parties or appointed by this Court, and

such parties shall request that such arbitrator issue its ruling within 90 days after the Agreement Deadline. Notwithstanding any award in any such arbitration, in no event shall the Setoff Claimant be permitted to exercise its Setoff Right against any payables other than Pre-Petition Payables except as set forth in this paragraph 15.

(3) In the event any Setoff Claimants (the “Non-Exercising Setoff Claimants”) have not exercised their asserted Setoff Rights in respect of their respective Pre-Petition Payables and have instead paid their Pre-Petition Payables to the Debtors, in addition to any other adequate protection provided to such Non-Exercising Setoff Claimants herein, the Non-Exercising Setoff Claimants may exercise Setoff Rights established in accordance with this paragraph against post-petition payables owed by such Non-Exercising Setoff Claimants to the Debtor or Debtors against which such Non-Exercising Setoff Claimants have their Setoff Rights; *provided* that (a) in the case of the exercise of any Setoff Rights by General Motors Corporation or any of its affiliates (“GM”), the aggregate amount of Setoff Rights that may be exercised pursuant to this subparagraph (3) against Pre-Petition Payables or post-petition payables owed by GM to the Debtors during any month shall not exceed \$35 million (the “Aggregate Monthly Cap Amount”) and (b) to the extent Setoff Rights are recognized in accordance with this Order or the Existing DIP Order in excess of the Setoff Rights that are permitted to be exercised pursuant to such limitations, Setoff Claimants may carry forward their Setoff Right to succeeding months, subject to the applicable monthly limitations, if any, until such Setoff Rights have been fully exercised.

(4) (a) Except as set forth above, and subject to the adequate protection provided to Setoff Claimants as herein set forth, Setoff Claimants shall not be permitted to

exercise any Setoff until the later of (x) the effective date of the Debtors' confirmed plan of reorganization and (y) allowance of the Setoff as a claim in these Cases. Any exercise of Setoff pursuant to (x) or (y) above is subject to the treatment afforded to such Setoff under a plan of reorganization confirmed by the Bankruptcy Court. Nothing contained herein shall limit (i) the discretion of the Debtors to pay warranty and/or product recall claims in accordance with orders of the Court, (ii) the right of any party in interest to exercise a post-petition setoff or recoupment against a post-petition payable or (iii) the right of a Setoff Claimant to request further adequate protection (or the Debtors or any party in interest to oppose any such request).

(b) Adequate Protection. A Setoff Claimant is entitled, pursuant to sections 361, 362(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of its Setoff to the extent it does not exercise such Setoff and remits the amount of such Pre-Petition Payables not setoff or recouped. As adequate protection therefor, each such Setoff Claimant is hereby granted, effective upon payment to the Debtors of the amount subject to such Setoff, the following (collectively, including any Junior Adequate Protection Liens granted pursuant to the Existing DIP Order, the "Junior Adequate Protection Liens"), such Junior Adequate Protection Liens to be effective and perfected without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements:

(i) A replacement lien (including any Replacement Liens granted pursuant to the Existing DIP Order, the "Replacement Lien") on such Setoff Claimant's post-petition payables to the extent that it is determined that such Setoff Claimant had a Setoff in respect of the Pre-Petition Payables that have been remitted to the Debtors, which

Replacement Lien is limited to the amount of the Setoff; *provided, however*, that (i) the Debtors reserve their rights to any and all Claims and Defenses that may be asserted with respect to such Setoff and (ii) the Replacement Liens are subject and subordinate to and only to (x) the Existing DIP Liens, the First Priority DIP Liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents, and any liens to which such liens so granted to the Agent are junior and (y) the Carve-Out.

(ii) As further adequate protection to protect the Setoff Claimant against any diminution in the value of its Replacement Lien, the Setoff Claimant is hereby granted a security interest in and lien upon all the other Collateral, subject and subordinate to and only to (A) the Existing DIP Liens, the DIP Liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents, and any liens to which such liens so granted to the Agent are junior, (B) the Carve Out and (C) until the Refinancing Date, the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral and the Adequate Protection Liens granted to the Pre-Petition Agent and the Pre-Petition Secured Lenders under the Existing DIP Order; *provided* that the Setoff Claimant's security interest in and lien upon Collateral which is not (x) Pre-Petition Collateral (as defined in the Existing DIP Order), (y) Collateral that would have constituted Pre-Petition Collateral but for the operation of section 552(a) of the Bankruptcy Code as to which, without further action, the Pre-Petition Agent would have had a valid and perfected security interest or lien or (z) subject to the Replacement Lien, shall be *pari passu* with the Adequate Protection Liens granted to the Pre-Petition Agent and the Pre-Petition Secured Lenders pursuant to the Existing DIP Order and *pari passu* with the DIP Liens on

Collateral that is not included in clauses (x), (y) or (z) solely to the extent such DIP Liens secure the Tranche C Term Loan.

(iii) As further Adequate Protection, to the extent that the post-petition payables in respect of which the Setoff Claimant is granted a Replacement Lien are less than the Setoff of such Setoff Claimant, such Setoff Claimant is hereby granted an administrative claim under section 507(b) of the Bankruptcy Code in the amount of such deficiency subject to the Carve Out and equal in priority to the administrative claim granted as adequate protection to the Pre-Petition Secured Lenders in paragraph 12(b) of the Existing DIP Order and the Superpriority Claim in respect of the Tranche C Loan; *provided, however*, that the Setoff Claimant shall not receive or retain any payments, property or other amounts in respect of the claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations in respect of the First Priority Facilities have indefeasibly been paid in cash in full and no letters of credit under the First Priority Facilities remain outstanding.

16. *Debtor Reimbursement Claims and Debtor Liens.* Without limiting the joint and several liability of each of the Debtors for the DIP Obligations, the Debtors shall use their reasonable best efforts to ensure that Debtors that receive the benefit of funds advanced under the Financing repay their share thereof on a dollar for dollar basis. To the extent a Debtor (i) incurs any of the DIP Obligations (including as a result of intercompany balances incurred after the Petition Date to the extent such balances arise from the incurrence of DIP Obligations) or (ii) receives a post-petition intercompany loan or transfer (including as a result of the Debtors' cash management system or otherwise) (each a "Beneficiary Debtor"), and such DIP Obligations were repaid or such post-petition

intercompany loan or transfer is made (including from cash collateral) (each an “Advance”) by (A) any other Debtor that is a Borrower or Guarantor under the Financings or (B) any non-Debtor affiliate (together (A) and (B) an “Adequately Protected Entity”), the Adequately Protected Entity shall have, subject to the limitations set forth in paragraph 17 below (a) an allowed claim under sections 364(c)(1) and 507(b) of the Bankruptcy Code against the Beneficiary Debtor for the amount of such Advance, having priority over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, which claim shall bear interest at a rate agreed between the Debtors from time to time for the period accruing from and after the date such claim arises until repayment thereof (collectively, including Debtor Reimbursement Claims granted pursuant to paragraph 17 of the Existing DIP Order, the “Debtor Reimbursement Claim”) and (b) a lien on all Collateral under section 364(c)(3) of the Bankruptcy Code securing such Debtor Reimbursement Claim (including Debtor Liens granted pursuant to paragraph 17 of the Existing DIP Order, a “Debtor Lien”). All Liens are effective and perfected without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements.

17. All Debtor Reimbursement Claims and Debtor Liens shall be junior, subject and subordinate to and only to the Superpriority Claims, the DIP Liens, Adequate Protection Obligations, the Junior Adequate Protection Liens, the Replacement Liens and to any claims against such Beneficiary Debtor that are expressly senior to, and on a parity with, or carved out from the Superpriority Claims, the DIP Liens, Adequate Protection Obligation, Junior Adequate Protection Liens or the Replacement Liens. All Debtor Liens shall be “silent” liens and the Adequately Protected Entity shall forbear from exercising,

and shall not be entitled to exercise, any right or remedy relating to any Debtor Reimbursement Claim or Debtor Lien, including, without limitation, taking any of the actions that the holders of Replacement Liens and Junior Adequate Protection Liens are prohibited from taking pursuant to paragraph 7, including, without limitation, as to seeking relief from the automatic stay, or seeking any sale, foreclosure, realization upon repossession or liquidation of any property of another Debtor, or taking any position with respect to any disposition of the property, the business operations, or the reorganization of another Debtor. The Agent shall have the exclusive right to manage, perform and enforce all rights and remedies described in the DIP Documents. The Debtor Lien of the Adequately Protected Entity automatically, and without further action of any person or entity of any kind, shall be released or otherwise terminated to the extent that property subject to such Debtor Lien is sold or otherwise disposed of by or on behalf of the Agent or any other Debtor or to the extent that such property is subject to a lien prior to the DIP Liens and such lien is permitted under the DIP Documents.

18. *Sufficiency of Adequate Protection.* Under the circumstances and given that the above described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of all parties with liens against or interests in property of the Borrower or the Guarantors.

19. With respect to the effect of Debtor Liens on any sale of property by the Debtors, (a) the Debtors may sell property, in accordance with section 363 of the Bankruptcy Code, free and clear of any Debtor Lien, with such lien attaching to the proceeds of sale in the same priority and subject to the same limitations and restrictions as

existed in respect of the property sold and (b) the provisions of section 363(k) of the Bankruptcy Code shall not apply.

20. *JPMCB As Collateral Agent.* To the extent JPMCB, in its role as Collateral Agent under the Existing Pre-Petition Facility Documents, is the secured party under any Control Agreements (as defined in the Existing Pre-Petition Facility Documents), listed as loss payee under the Debtors' insurance policies as required under that certain Guarantee and Collateral Agreement, dated as of June 14, 2005, by the Borrower and certain of its subsidiaries, in favor of the Pre-Petition Agent, or is the secured party under any other Existing Pre-Petition Facility Document, JPMCB, in its role as Collateral Agent under the DIP Credit Agreement, is also deemed to be the secured party under such Control Agreements, loss payee under the Debtors' insurance policies and the secured party under any other Existing Pre-Petition Facility Document and shall act in that capacity and distribute any proceeds recovered or received first, for the benefit of the DIP Lenders in accordance with the DIP Credit Agreement and second, subsequent to indefeasible payment in full of all DIP Obligations, for the benefit of the Pre-Petition Secured Lenders under the Existing Pre-Petition Facility Documents.

21. *Order Governs.* In the event of any inconsistency between the provisions of this Order and the Existing DIP Order, the DIP Documents or the Existing DIP Facility Documents, the provisions of this Order shall govern. Subject to the terms of this Order, the provisions of the Existing DIP Order shall remain in full force and effect. The terms of this Order shall govern to the extent of any inconsistency between this Order and that certain Cash Management Order dated October 14, 2005, including, without limitation, with respect to the matters set forth in paragraphs 16 to 18 of this Order.

22. *Binding Effect; Successors And Assigns.* The DIP Documents and the provisions of this Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the Agent, the DIP Lenders, the Existing DIP Agent, the Existing DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, any party granted a Junior Adequate Protection Lien hereunder or under the Existing DIP Order, any Committee appointed in these Cases, and the Debtors, for themselves and not for their estates, and their respective successors and assigns and shall inure to the benefit of the Agent, the DIP Lenders, the Existing DIP Agent, the Existing DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, any party granted a Replacement Lien or Junior Adequate Protection Lien, and the Debtors and their respective successors and assigns; *provided, however*, that the Agent, the Existing DIP Agent, the Pre-Petition Agent, the DIP Lenders, the Existing DIP Lenders and the Pre-Petition Secured Lenders shall have no obligation to permit the use of Cash Collateral or extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan under the DIP Credit Agreement, permitting the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Order or the DIP Documents, the Agent, the Pre-Petition Agent, the Existing DIP Agent, the DIP Lenders, the Existing DIP Lenders and the Pre-Petition Secured Lenders shall not be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute).

23. *Aircraft Leases.* Notwithstanding anything to the contrary contained in this Order and consistent with this Court's September 29, 2006 order (Docket No. 5234), no DIP Liens or any other liens or interests granted, authorized or contemplated herein shall attach to any interests of Delphi Automotive Systems Human Resources, LLC ("Delphi HR") in two leases of aircraft, both of which are dated March 30, 2001 between Bank of America, N.A., and Delphi HR (the "Aircraft Leases"), or in any personal property, cash collateral or proceeds that is the subject of the Aircraft Leases.

24. *Objections Overruled.* Any objection to the Motion which has not been withdrawn or resolved is, to the extent not resolved, hereby overruled.

25. *Committee Notices.* All notices to be provided to the Creditors' Committee shall be sent to Latham & Watkins LLP, 885 Third Avenue, Suite 1000, New York, NY 10022-4834, Attn: Robert Rosenberg, Esq.

26. Notwithstanding the possible applicability of Bankruptcy Rule 6004(g) or any other provision of the Bankruptcy Rules or Bankruptcy Code, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

Dated: \_\_\_\_\_, 200\_  
New York, New York

---

UNITED STATES BANKRUPTCY JUDGE

# **EXHIBIT F**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
: In re : Chapter 11  
: :  
: DELPHI CORPORATION, et al., : Case No. 05-44481 (RDD)  
: :  
: Debtors. : (Jointly Administered)  
: :  
-----x

ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 3007  
DISALLOWING AND EXPUNGING CERTAIN DUPLICATE AND AMENDED  
CLAIMS IDENTIFIED IN SECOND OMNIBUS CLAIMS OBJECTION

("DECEMBER ADJOURNED RESPONSES SECOND OMNIBUS  
CLAIMS OBJECTION ORDER")

Upon the Debtors' Second Omnibus Objection (Procedural) Pursuant To 11 U.S.C.  
§ 502(b) And Fed. R. Bankr. P. 3007 To Certain (i) Equity Claims, (ii) Claims Duplicative Of  
Consolidated Trustee Or Agent Claims, And (iii) Duplicate And Amended Claims, dated  
October 31, 2006 (the "Second Omnibus Claims Objection"), of Delphi Corporation and certain  
of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases  
(collectively, the "Debtors"); and upon the record of the hearing held on November 30, 2006 on  
the Second Omnibus Claims Objection; and upon the record of the hearing held on December 13,  
2006 regarding the Response Of Port City Castings Corp To Debtors' Second Omnibus  
Objection To Claims, filed November 22, 2006 (Docket No. 5710), the Limited Response Of  
International Rectifier Corporation And IR EPI Services, Inc. To Second Omnibus Objection  
(Procedural) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (I) Equity  
Claims, (II) Claims Duplicative Of Consolidated Trustee Or Agent Claims, And (III) Duplicate  
And Amended Claims, filed November 22, 2006 (Docket No. 5746), and the Response To

Debtor's Second Omnibus Objection Filed By Jeffrey G. Carl, filed November 27, 2006 (Docket No. 5924) (collectively, the "December Adjourned Responses"); and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:<sup>1</sup>

A. Each of the claimants that filed a December Adjourned Response was properly and timely served with a copy of the Second Omnibus Claims Objection, a personalized Notice Of Objection To Claim, the proposed order, and a notice of the deadline for responding to the Second Omnibus Claims Objection. No other or further notice of the Second Omnibus Claims Objection is necessary.

B. The Court has jurisdiction over the Second Omnibus Claims Objection pursuant to 28 U.S.C. §§ 157 and 1334. The Second Omnibus Claims Objection is a core proceeding under 28 U.S.C. § 157 (b)(2). Venue of these cases and the Second Omnibus Claims Objection in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The Claims listed on Exhibit A hereto under the column heading "Claim To Be Expunged" are either duplicates of Claims filed with the Court or have been amended or superseded by later-filed Claims.

D. The relief requested in the Second Omnibus Claims Objection is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED  
THAT:

---

<sup>1</sup> Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Second Omnibus Claims Objection.

1. Each "Claim To Be Expunged" listed on Exhibit A hereto is hereby disallowed and expunged in its entirety. Those Claims identified on Exhibit A as "Surviving Claims" shall remain on the Debtors' claims register, but shall remain subject to future objection by the Debtors and other parties in interest.

2. Entry of this order is without prejudice to the Debtors' right to object to any other claims in these chapter 11 cases, or to further object to claims that are the subject of the Second Omnibus Claims Objection, on any grounds whatsoever; provided, however, that solely to the extent that (a) a claimant filed duplicative claims against different Debtors for the same asserted obligation (the "Multiple Debtor Duplicative Claims") and (b) certain of such claimant's Multiple Debtor Duplicative Claims are being disallowed and expunged hereby, the Debtors shall not seek to have the claimant's remaining Multiple Debtor Duplicative Claim (the "Surviving Claim") disallowed and expunged solely on the basis that such Surviving Claim is asserted against the incorrect Debtor, provided that one of the Multiple Debtor Duplicative Claims was originally filed against the correct Debtor. For the avoidance of doubt, except as expressly provided in the preceding sentence, the Surviving Claims shall remain subject to further objection on any grounds whatsoever, including, without limitation, that any such Surviving Claim is asserted against the incorrect Debtor if the claimant did not file a Multiple Debtor Duplicative Claim against the correct Debtor. Nothing contained herein shall restrict the Debtors from objecting to any Surviving Claim or any holder of a Surviving Claim from seeking relief from this Court for the purposes of requesting that this Court modify the Debtor or Debtors against which such Surviving Claim is asserted.

3. Without limiting the generality of paragraph 2 above, any duplicative claims filed by International Rectifier Corporation ("IRC") and/or IR Epi Services, Inc. ("IR Epi")

against different Debtors for the same asserted amount and/or obligation (the "IRC/IR Epi Duplicative Claims") listed on Exhibit D to the Second Omnibus Claims Objection and Exhibit A hereto as a "Claim To Be Expunged", shall be considered expunged, and only the IRC/IR Epi Duplicative Claims which have been designated as a "Surviving Claim" on Exhibit D to the Second Omnibus Claims Objection and Exhibit A hereto, shall survive (the "IRC/IR Epi Surviving Claim"); provided however, that in the event that the Debtors and IRC or IR Epi, as appropriate, later discover and agree that such IRC/IR Epi Surviving Claim has been retained as against the incorrect Debtor or Debtors, the Debtors shall not seek to have such IRC/IR Epi Surviving Claim disallowed and expunged solely on the basis that such is ultimately found to have been retained against the incorrect Debtor or Debtors. The Debtors further agree to treat such IRC/IR Epi Surviving Claim as a claim against the correct Debtor or Debtors insofar as IRC or IR Epi, as appropriate, had timely filed a IRC/IR Epi Duplicative Claim against such correct Debtor or Debtors, and to request that this Court so modify and correct the Debtor or Debtors against which such IRC/IR Epi Surviving Claim is/are asserted, notwithstanding that such other IRC/IR Epi Duplicative Claim(s) is/are being disallowed and expunged hereby. For the avoidance of doubt, the IRC/IR Epi Surviving Claims, and any expunged claim which is later reinstated in accordance with this paragraph, shall remain subject to further objection on any grounds whatsoever, including, without limitation, that such IRC/IR Epi Surviving Claim is asserted against the incorrect Debtor if IRC or IR Epi, as appropriate, failed to timely file a IRC/IR Epi Duplicative Claim against the correct Debtor or Debtors.

4. Nothing contained herein shall constitute, nor shall it be deemed to constitute, the allowance of any claim asserted against any of the Debtors.

5. This Court shall retain jurisdiction over the Debtors and the holders of Claims subject to the Second Omnibus Claims Objection and addressed by the December Adjourned Responses to hear and determine all matters arising from the implementation of this order.

6. Each Claim and the objections by the Debtors to each Claim addressed in the Second Omnibus Claims Objection and December Adjourned Responses and set forth on Exhibit A hereto constitutes a separate contested matter as contemplated by Fed. R. Bankr. P. 9014. This order shall be deemed a separate order with respect to each Claim. Any stay of this order shall apply only to the contested matter which involves such Claim and shall not act to stay the applicability or finality of this order with respect to the other contested matters covered hereby.

7. The requirement under Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York for the service and filing of a separate memorandum of law is deemed satisfied by the Second Omnibus Claims Objection.

Dated: New York, New York  
December 14, 2006

/s/Robert D. Drain  
UNITED STATES BANKRUPTCY JUDGE

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged				Surviving Claim			
Claim Number: 9494	Debtor: DELPHI CORPORATION (05-44481)			Claim Number: 9492	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)		
Date Filed: 07/14/2006				Date Filed: 07/14/2006			
Creditor's Name and Address:	Secured:			Creditor's Name and Address:	Secured:		
CARL JEFFREY G	Priority \$0.00			CARL JEFFREY G	Priority: \$0.00		
6597 PKWOOD DR	Administrative:			6597 PKWOOD DR	Administrative:		
LOCKPORT, NY 14094-6625	Unsecured:			LOCKPORT, NY 14094-6625	Unsecured:		
	Total: \$0.00				Total: \$0.00		
Claim Number: 13802	Debtor: DELPHI AUTOMOTIVE SYSTEMS SERVICES LLC (05-44632)			Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)		
Date Filed: 07/31/2006				Date Filed: 07/31/2006			
Creditor's Name and Address:	Secured:			Creditor's Name and Address:	Secured:		
INTERNATIONAL RECTIFIER CORPORATION	Priority			INTERNATIONAL RECTIFIER CORPORATION	Priority:		
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:			SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76			333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		
LOS ANGELES, CA 90071	Total: \$1,423,472.76			LOS ANGELES, CA 90071	Total: \$1,423,472.76		
Claim Number: 13779	Debtor: EXHAUST SYSTEMS CORPORATION (05-44573)			Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)		
Date Filed: 07/31/2006				Date Filed: 07/31/2006			
Creditor's Name and Address:	Secured:			Creditor's Name and Address:	Secured:		
INTERNATIONAL RECTIFIER CORPORATION	Priority			INTERNATIONAL RECTIFIER CORPORATION	Priority:		
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:			SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76			333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		
LOS ANGELES, CA 90071	Total: \$1,423,472.76			LOS ANGELES, CA 90071	Total: \$1,423,472.76		
Claim Number: 13716	Debtor: DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC (05-44639)			Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)		
Date Filed: 07/31/2006				Date Filed: 07/31/2006			
Creditor's Name and Address:	Secured:			Creditor's Name and Address:	Secured:		
INTERNATIONAL RECTIFIER CORPORATION	Priority			INTERNATIONAL RECTIFIER CORPORATION	Priority:		
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:			SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76			333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		
LOS ANGELES, CA 90071	Total: \$1,423,472.76			LOS ANGELES, CA 90071	Total: \$1,423,472.76		
Claim Number: 13797	Debtor: DELPHI INTERNATIONAL SERVICES INC (05-44583)			Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)		
Date Filed: 07/31/2006				Date Filed: 07/31/2006			
Creditor's Name and Address:	Secured:			Creditor's Name and Address:	Secured:		
INTERNATIONAL RECTIFIER CORPORATION	Priority			INTERNATIONAL RECTIFIER CORPORATION	Priority:		
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:			SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76			333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		
LOS ANGELES, CA 90071	Total: \$1,423,472.76			LOS ANGELES, CA 90071	Total: \$1,423,472.76		

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 13784	Debtor: DELPHI MEDICAL SYSTEMS COLORADO CORPORATION (05-44507)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13791	Debtor: DELPHI AUTOMOTIVE SYSTEMS RISK MANAGEMENT CORP (05-44570)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13782	Debtor: DELPHI LIQUIDATION HOLDING COMPANY (05-44542)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13793	Debtor: DELPHI FURUKAWA WIRING SYSTEMS LLC (05-47452)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13786	Debtor: PACKARD HUGHES INTERCONNECT COMPANY (05-44626)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 13787	Debtor: DELPHI SERVICES HOLDING CORPORATION (05-44633)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13789	Debtor: DELPHI AUTOMOTIVE SYSTEMS INTERNATIONAL, INC (05-44589)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13719	Debtor: DELCO ELECTRONICS OVERSEAS CORPORATION (05-44610)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13795	Debtor: DREAL INC (05-44627)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13783	Debtor: DELPHI AUTOMOTIVE SYSTEMS TENNESSEE, INC (05-44558)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	

Exhibit A - Duplicate and Amended Claims

Claim to be Expunged		Surviving Claim	
Claim Number: 13720 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI MEDICAL SYSTEMS TEXAS CORPORATION (05-44511) Secured: Priority Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76	Claim Number: 13788 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority: Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76
Claim Number: 13798 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI CONNECTION SYSTEMS (05-44624) Secured: Priority Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76	Claim Number: 13788 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority: Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76
Claim Number: 13800 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI INTERNATIONAL HOLDINGS CORP (05-44591) Secured: Priority Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76	Claim Number: 13788 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority: Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76
Claim Number: 13780 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI NY HOLDING CORPORATION (05-44480) Secured: Priority Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76	Claim Number: 13788 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority: Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76
Claim Number: 13712 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: ASEC SALES GENERAL PARTNERSHIP (05-44484) Secured: Priority Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76	Claim Number: 13788 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority: Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged				Surviving Claim			
Claim Number:	13710	Debtor:	DELPHI INTEGRATED SERVICE SOLUTIONS, INC (05-44623)	Claim Number:	13788	Debtor:	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
Date Filed:	07/31/2006			Date Filed:	07/31/2006		
Creditor's Name and Address:		Secured:		Creditor's Name and Address:		Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority:	
		Administrative:				Administrative:	
		Unsecured:	\$1,423,472.76			Unsecured:	\$1,423,472.76
		Total:	\$1,423,472.76			Total:	\$1,423,472.76
Claim Number:	13785	Debtor:	SPECIALTY ELECTRONICS, INC (05-44539)	Claim Number:	13788	Debtor:	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
Date Filed:	07/31/2006			Date Filed:	07/31/2006		
Creditor's Name and Address:		Secured:		Creditor's Name and Address:		Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority:	
		Administrative:				Administrative:	
		Unsecured:	\$1,423,472.76			Unsecured:	\$1,423,472.76
		Total:	\$1,423,472.76			Total:	\$1,423,472.76
Claim Number:	13801	Debtor:	DELPHI DIESEL SYSTEMS CORP (05-44612)	Claim Number:	13788	Debtor:	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
Date Filed:	07/31/2006			Date Filed:	07/31/2006		
Creditor's Name and Address:		Secured:		Creditor's Name and Address:		Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority:	
		Administrative:				Administrative:	
		Unsecured:	\$1,423,472.76			Unsecured:	\$1,423,472.76
		Total:	\$1,423,472.76			Total:	\$1,423,472.76
Claim Number:	13714	Debtor:	ASPIRE, INC (05-44618)	Claim Number:	13788	Debtor:	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
Date Filed:	07/31/2006			Date Filed:	07/31/2006		
Creditor's Name and Address:		Secured:		Creditor's Name and Address:		Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority:	
		Administrative:				Administrative:	
		Unsecured:	\$1,423,472.76			Unsecured:	\$1,423,472.76
		Total:	\$1,423,472.76			Total:	\$1,423,472.76
Claim Number:	13709	Debtor:	DELPHI ELECTRONICS (HOLDING) LLC (05-44547)	Claim Number:	13788	Debtor:	DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
Date Filed:	07/31/2006			Date Filed:	07/31/2006		
Creditor's Name and Address:		Secured:		Creditor's Name and Address:		Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071		Priority:	
		Administrative:				Administrative:	
		Unsecured:	\$1,423,472.76			Unsecured:	\$1,423,472.76
		Total:	\$1,423,472.76			Total:	\$1,423,472.76

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 13717	Debtor: DELPHI CORPORATION (05-44481)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13792	Debtor: DELPHI MEDICAL SYSTEMS CORPORATION (05-44529)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13804	Debtor: DELPHI FOREIGN SALES CORPORATION (05-44638)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13778	Debtor: SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13715	Debtor: DELPHI AUTOMOTIVE SYSTEMS KOREA, INC (05-44580)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/28/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 13803	Debtor: DELPHI LLC (05-44615)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13796	Debtor: ENVIRONMENTAL CATALYSTS, LLC (05-44503)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13718	Debtor: DELPHI AUTOMOTIVE SYSTEMS (HOLDING), INC (05-44596)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13711	Debtor: DELPHI AUTOMOTIVE SYSTEMS GLOBAL (HOLDING), INC (05-44636)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	
Claim Number: 13817	Debtor: ASEC MANUFACTURING GENERAL PARTNERSHIP (05-44482)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION	Priority		INTERNATIONAL RECTIFIER CORPORATION	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76		333 S HOPE ST 48TH FL	Unsecured: \$1,423,472.76	
LOS ANGELES, CA 90071	Total: \$1,423,472.76		LOS ANGELES, CA 90071	Total: \$1,423,472.76	

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 13799	Debtor: DELPHI AUTOMOTIVE SYSTEMS THAILAND, INC (05-44586)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority:	
	Administrative:			Administrative:	
	Unsecured: \$1,423,472.76			Unsecured: \$1,423,472.76	
	Total: \$1,423,472.76			Total: \$1,423,472.76	
Claim Number: 13790	Debtor: DELPHI AUTOMOTIVE SYSTEMS OVERSEAS CORPORATION (05-44593)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority:	
	Administrative:			Administrative:	
	Unsecured: \$1,423,472.76			Unsecured: \$1,423,472.76	
	Total: \$1,423,472.76			Total: \$1,423,472.76	
Claim Number: 13777	Debtor: DELPHI CHINA LLC (05-44577)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority:	
	Administrative:			Administrative:	
	Unsecured: \$1,423,472.76			Unsecured: \$1,423,472.76	
	Total: \$1,423,472.76			Total: \$1,423,472.76	
Claim Number: 13781	Debtor: MOBILEARIA, INC. (05-47474)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority:	
	Administrative:			Administrative:	
	Unsecured: \$1,423,472.76			Unsecured: \$1,423,472.76	
	Total: \$1,423,472.76			Total: \$1,423,472.76	
Claim Number: 13713	Debtor: DELPHI TECHNOLOGIES, INC (05-44554)		Claim Number: 13788	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority		INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Priority:	
	Administrative:			Administrative:	
	Unsecured: \$1,423,472.76			Unsecured: \$1,423,472.76	
	Total: \$1,423,472.76			Total: \$1,423,472.76	

Exhibit A - Duplicate and Amended Claims

Claim to be Expunged		Surviving Claim	
Claim Number: 13708 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI RECEIVABLES LLC (05-47459)  Secured:  Priority Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76	Claim Number: 13788 Date Filed: 07/31/2006 Creditor's Name and Address: INTERNATIONAL RECTIFIER CORPORATION SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)  Secured:  Priority: Administrative: Unsecured: \$1,423,472.76 Total: \$1,423,472.76
Claim Number: 15014 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS TENNESSEE, INC (05-44558)  Secured:  Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)  Secured:  Priority: Administrative: Unsecured: \$588,927.08 Total: \$588,927.08
Claim Number: 15010 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI NY HOLDING CORPORATION (05-44480)  Secured:  Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)  Secured:  Priority: Administrative: Unsecured: \$588,927.08 Total: \$588,927.08
Claim Number: 15015 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI SERVICES HOLDING CORPORATION (05-44633)  Secured:  Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)  Secured:  Priority: Administrative: Unsecured: \$588,927.08 Total: \$588,927.08
Claim Number: 15016 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FL LOS ANGELES, CA 90071	Debtor: DELPHI MEDICAL SYSTEMS CORPORATION (05-44529)  Secured:  Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)  Secured:  Priority: Administrative: Unsecured: \$588,927.08 Total: \$588,927.08

Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 15017	Debtor: DELPHI INTERNATIONAL HOLDINGS CORP (05-44591)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15045	Debtor: DELPHI CHINA LLC (05-44577)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15048	Debtor: DELPHI INTERNATIONAL SERVICES INC (05-44583)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15046	Debtor: DELPHI AUTOMOTIVE SYSTEMS (HOLDING), INC (05-44596)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15011	Debtor: DELPHI LIQUIDATION HOLDING COMPANY (05-44542)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 15013	Debtor: DELPHI AUTOMOTIVE SYSTEMS OVERSEAS CORPORATION (05-44593)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15012	Debtor: DELPHI ELECTRONICS (HOLDING) LLC (05-44547)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14217	Debtor: DELPHI RECEIVABLES LLC (05-47459)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FL	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
MEXICO					
Claim Number: 15116	Debtor: ENVIRONMENTAL CATALYSTS, LLC (05-44503)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14834	Debtor: DELPHI AUTOMOTIVE SYSTEMS SERVICES LLC (05-44632)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 15047 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI MEDICAL SYSTEMS TEXAS CORPORATION (05-44511) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08		Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	
Claim Number: 14237 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI MEDICAL SYSTEMS COLORADO CORPORATION (05-44507) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08		Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	
Claim Number: 14216 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS RISK MANAGEMENT CORP (05-44570) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08		Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	
Claim Number: 15108 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS INTERNATIONAL, INC (05-44589) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08		Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	
Claim Number: 14977 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS HUMAN RESOURCES LLC (05-44639) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08		Claim Number: 14236 Date Filed: 07/31/2006 Creditor's Name and Address: IR EPI SERVICES INC SHEPPARD MULLIN RICHTER & HAMPTON L 333 S HOPE ST 48TH FLOOR LOS ANGELES, CA 90071	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640) Secured: Priority Administrative: Unsecured: \$588,927.08 Total: \$588,927.08	

Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 14220	Debtor: DELPHI AUTOMOTIVE SYSTEMS KOREA, INC (05-44580)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15104	Debtor: PACKARD HUGHES INTERCONNECT COMPANY (05-44626)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15111	Debtor: DELPHI CORPORATION (05-44481)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15105	Debtor: ASEC MANUFACTURING GENERAL PARTNERSHIP (05-44482)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14219	Debtor: DELPHI AUTOMOTIVE SYSTEMS THAILAND, INC (05-44586)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 15110	Debtor: DELPHI DIESEL SYSTEMS CORP (05-44612)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15107	Debtor: DELPHI CONNECTION SYSTEMS (05-44624)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14372	Debtor: DELPHI TECHNOLOGIES, INC (05-44554)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14235	Debtor: DELPHI LLC (05-44615)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14218	Debtor: DELPHI FURUKAWA WIRING SYSTEMS LLC (05-47452)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 15114	Debtor: SPECIALTY ELECTRONICS INTERNATIONAL LTD (05-44536)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15115	Debtor: MOBILEARIA, INC. (05-47474)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14371	Debtor: EXHAUST SYSTEMS CORPORATION (05-44573)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15044	Debtor: SPECIALTY ELECTRONICS, INC (05-44539)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 15109	Debtor: DELPHI FOREIGN SALES CORPORATION (05-44638)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	

## Exhibit A - Duplicate and Amended Claims

Claim to be Expunged			Surviving Claim		
Claim Number: 15106	Debtor: DELPHI AUTOMOTIVE SYSTEMS GLOBAL (HOLDING), INC (05-44636)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14210	Debtor: DELCO ELECTRONICS OVERSEAS CORPORATION (05-44610)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14208	Debtor: DREAL INC (05-44627)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14209	Debtor: ASPIRE, INC (05-44618)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	
Claim Number: 14238	Debtor: DELPHI INTEGRATED SERVICE SOLUTIONS, INC (05-44623)		Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)	
Date Filed: 07/31/2006			Date Filed: 07/31/2006		
Creditor's Name and Address:	Secured:		Creditor's Name and Address:	Secured:	
IR EPI SERVICES INC	Priority		IR EPI SERVICES INC	Priority:	
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:		SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08		333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	
LOS ANGELES, CA 90071	Total: \$588,927.08		LOS ANGELES, CA 90071	Total: \$588,927.08	

Exhibit A - Duplicate and Amended Claims

Claim to be Expunged		Surviving Claim	
Claim Number: 15112	Debtor: ASEC SALES GENERAL PARTNERSHIP (05-44484)	Claim Number: 14236	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
Date Filed: 07/31/2006		Date Filed: 07/31/2006	
Creditor's Name and Address:	Secured:	Creditor's Name and Address:	Secured:
IR EPI SERVICES INC	Priority	IR EPI SERVICES INC	Priority:
SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:	SHEPPARD MULLIN RICHTER & HAMPTON L	Administrative:
333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08	333 S HOPE ST 48TH FLOOR	Unsecured: \$588,927.08
LOS ANGELES, CA 90071	Total: \$588,927.08	LOS ANGELES, CA 90071	Total: \$588,927.08
Claim Number: 12189	Debtor: DELPHI CORPORATION (05-44481)	Claim Number: 12187	Debtor: DELPHI AUTOMOTIVE SYSTEMS LLC (05-44640)
Date Filed: 07/28/2006		Date Filed: 07/28/2006	
Creditor's Name and Address:	Secured: \$100,551.70	Creditor's Name and Address:	Secured: \$100,551.70
PORT CITY CASTINGS CORP AFFILIATE OF	Priority	PORT CITY CASTINGS CORP AFFILIATE OF PORT	Priority:
PORT CITY DIE CAST INC	Administrative:	CITY DIE CAST INC	Administrative:
PORT CITY CASTINGS CORP	Unsecured:	PORT CITY CASTINGS CORP	Unsecured:
601 TERRACE ST	Total: \$100,551.70	601 TERRACE ST	Total: \$100,551.70
MUSKEGON, MI 49443-0786		MUSKEGON, MI 49443-0786	

Total Claims to be Expunged: 82  
Total Asserted Amount to be Expunged: \$80,596,545.30

# **EXHIBIT G**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

ORDER UNDER 11 U.S.C. §§ 327(a) AND 328 AND FED. R. BANKR. P. 2014  
AUTHORIZING AMENDMENT OF FEE STRUCTURE FOR  
MERGER AND ACQUISITION TRANSACTION SERVICES INVOLVING  
DEBTORS' STEERING AND INTERIOR DIVISIONS PROVIDED BY  
ROTHSCHILD INC. NUNC PRO TUNC TO JULY 19, 2006

("ROTHSCHILD SUPPLEMENTAL RETENTION ORDER")

Upon the supplemental application, dated November 28, 2006 (the "Rothschild Supplemental Retention Application"),<sup>1</sup> of Delphi Corporation and certain of its domestic subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order (the "Order") under 11 U.S.C. §§ 327(a) and 328 and Fed. R. Bankr. P. 2014 authorizing the amendment of the fee structure for M&A Transaction services involving the Debtors' Steering Division and/or Interior Division provided by Rothschild Inc. as financial advisor and investment banker to the Debtors in these chapter 11 cases; and this Court having determined that the relief requested in the Rothschild Supplemental Retention Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Rothschild Supplemental Retention Application has been given and that no other or further notice is

---

<sup>1</sup> Any initially capitalized terms used but not defined herein shall have the meanings ascribed to them in the Rothschild Supplemental Retention Application.

necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Rothschild Supplemental Retention Application is GRANTED.
2. Pursuant to the Rothschild Supplemental Retention Application and that certain Supplemental Engagement Letter, dated as of July 19, 2006, the Debtors' retention of Rothschild as their financial advisor and investment banker is hereby amended in accordance with 11 U.S.C. §§ 327(a) and 328 and Fed. R. Bankr. P. 2014 and the Minimum M&A Fee outlined in that certain Supplemental Engagement Letter is hereby approved so as to enable Rothschild to be compensated as set forth therein for any services provided related to any M&A Transaction involving the Debtors' Steering Division and/or Interior Division, with approval of such fee structure being effective as of July 19, 2006.
3. Rothschild shall continue to file fee applications for interim and final allowance of compensation (which shall include any fees requested by Rothschild and agreed to by the Debtors under the Supplemental Engagement Letter arising from the Debtors' decision not to complete an M&A Transaction for the Debtors' Steering Division and/or Interior Division) and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended, any applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York, the guidelines established by the Office of the United States Trustee, and further orders of this Court.
4. Other than as specifically set forth herein, the terms of the Final Order Under §§ 327(a) And 328 Authorizing Employment And Retention Of Rothschild Inc. As Financial

Advisor And Investment Banker To The Debtors (Docket No. 1363) shall remain in full force and effect.

5. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

6. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is satisfied by the Supplemental Retention Application.

Dated: New York, New York  
December 18, 2006

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

# **EXHIBIT H**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

ORDER SCHEDULING NON-OMNIBUS HEARINGS ON  
DEBTORS' PLAN INVESTMENT AND FRAMEWORK SUPPORT APPROVAL  
MOTION AND DIP REFINANCING MOTION

Upon the Debtors' oral motion of December 13, 2006 for an order scheduling non-omnibus hearing dates for (i) the Debtors' Expedited Motion for Order Authorizing and Approving the Equity Purchase and Commitment Agreement Pursuant to Sections 105(a), 363(b), 503(b) And 507(a) of the Bankruptcy Code and the Plan Framework Support Agreement Pursuant to Sections 105(a), 363(b), And 1125(e) of the Bankruptcy Code ("Plan Investment And Framework Support Approval Motion") and (ii) the Debtors' Expedited Motion for Order Under 11 U.S.C. §§ 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), And 364(e) And Fed. R. Bankr. P. 2002, 4001, And 6004(g) (I) Authorizing Debtors to Obtain Post-Petition Financing and (II) Authorizing Debtors to Refinance Secured Post-Petition Financing and Prepetition Secured Debt (the "DIP Refinancing Motion"); and after due deliberation thereon, and sufficient cause appearing therefor, it is hereby

ORDERED that the hearing for the Plan Investment And Framework Support Approval Motion and the DIP Refinancing Motion shall be held on January 5, 2007 at 10:00 a.m. (Prevailing Eastern Time). The Objection Deadline for the Plan

Investment And Framework Support Approval Motion and the DIP Refinancing Motion shall be 4:00 p.m. (Prevailing Eastern Time) on January 2, 2007 and the reply deadline shall be no later than 4:00 p.m. on January 4, 2007; and it is further

ORDERED that, with respect to the DIP Refinancing Motion, the Debtors will file the Replacement Credit Agreement (as defined in the DIP Refinancing Motion) no later than December 26, 2006, and that the Debtors are required to serve the Replacement Credit Agreement, via electronic service, only on counsel for (i) the statutory committees, (ii) the U.S. Trustee, (iii) General Motors Corporation, (iv) the Plan Investors (as defined in the Plan Investment And Framework Support Approval Motion ), and (v) any parties that have filed objections to the DIP Refinancing Motion as of the date and time the Replacement Credit Agreement is filed; provided that the Debtors will post the Replacement Credit Agreement on the Delphi Legal Information Website, [www.delphidocket.com](http://www.delphidocket.com); and it is further

ORDERED that the Plan Investment And Framework Support Approval Motion, the DIP Refinancing Motion, and any objections, responses, or replies with respect thereto shall be filed with this Court and served in accordance with the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered by this Court on October 26, 2006 (Docket No. 5418).

Dated: New York, New York  
December 18, 2006

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

# **EXHIBIT I**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Chapter 11
DELPHI CORPORATION, et al.,	:	
	:	Case No. 05-44481 (RDD)
Debtors.	:	(Jointly Administered)
	:	

**ORDER GRANTING MOTION OF MARY P. O'NEILL AND LIAM P. O'NEILL  
FOR RELIEF FROM AUTOMATIC STAY**

Mary P. O'Neill and Liam P. O'Neill having moved for relief from the Automatic Stay to the limited extent of permitting them to continue prosecution of the civil action entitled *Mary P. O'Neill and Liam P. O'Neill v. General Motors Corp. et al.*, Circuit Court of Cook County, Illinois, No. 03 L 7792 (the "Motion"), and due notice of the Motion having been given to the Debtor and all other parties entitled to notice, and the Court having considered all objections to the Motion, and the Court having concluded that it has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334, and this being a core proceeding pursuant to 28 U.S.C § 157, and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief provided herein;

**NOW, THEREFORE**, it is hereby,

**ORDERED**, that the Motion of Mary P. O'Neill and Liam P. O'Neill for relief from the automatic stay to the limited extent of permitting them to continue and complete the prosecution of the civil action entitled *Mary P. O'Neill and Liam P. O'Neill v. General Motors Corp. et al.*, Circuit Court of Cook County, Illinois, No. 03 L 7792, be and the same hereby is granted; and it is further

**ORDERED**, that the automatic stay be and the same hereby is lifted to permit the conclusion of said civil action on the condition that recovery on the claim be limited to insurance proceeds.

**ORDERED**, that except as otherwise provided in this order, the automatic stay shall remain in full force and effect for any other purpose.

**ORDERED**, this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this order.

Dated: New York, New York  
December 18, 2006.

/s/Robert D. Drain  
Hon. Robert D. Drain  
United States Bankruptcy Judge

# **EXHIBIT J**

Hearing Date: February 14, 2007  
Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

DEBTORS' STATEMENT OF DISPUTED ISSUES WITH RESPECT TO  
PROOF OF CLAIM NUMBER 16322 (INOVISE MEDICAL, INC.)

("STATEMENT OF DISPUTED ISSUES – INOVISE MEDICAL, INC.")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Statement Of Disputed Issues (the "Statement Of Disputed Issues") With Respect To Proof Of Claim Number 16322 (the "Proof Of Claim") filed by Inovise Medical, Inc. ("Inovise") (which was subsequently transferred to Longacre Master Fund Ltd. ("Longacre")) and respectfully represent as follows:

Background

1. Inovise filed the Proof Of Claim on or about September 18, 2006. The Proof Of Claim asserts an unsecured nonpriority claim in the amount of \$600,000.00 (the "Claim") against Delphi Automotive Systems LLC ("DAS LLC") for amounts allegedly owed pursuant to a OEM License and Supply Agreement between Inovise and Delphi Medical Systems Corporation ("Delphi Medical"), dated April 11, 2005 (the "Agreement").<sup>1</sup> Specifically, the Claim is comprised of alleged obligations under an invoice dated September 30, 2005 in the amount of \$150,000.00 (the "Prepetition Invoice") and guaranteed payments under section 4.3 of the Agreement in the amount of \$450,000.00 (the "Asserted Rejection Damages"). See Attachment to Proof Of Claim at p. 1.

2. Inovise had previously filed two proofs of claim asserting the same Claim. Inovise filed proof of claim number 8983 against Delphi on or about July 5, 2006. Inovise subsequently filed proof of claim number 16315 against "Delphi Automotive Systems

---

<sup>1</sup> The Agreement contains a confidentiality provision which limits the Debtors' ability to disclose certain terms thereof. The Debtors are therefore not attaching the Agreement as an exhibit hereto, but will make a copy available to Inovise, upon its request, or to Longacre, upon its request and receipt of written consent from Inovise for the Debtors to provide a copy of the Agreement to Longacre.

Corporation" on or about September 14, 2006.<sup>2</sup> The Debtors have not yet objected to either proof of claim number 8983 or proof of claim number 16315 and such claims are therefore not the subject of this Statement Of Disputed Issues and the Debtors expressly reserve the right to object to such proofs of claim at a later date.

3. On April 11, 2005, Delphi Medical and Inovise entered into the Agreement, pursuant to which Inovise granted Delphi Medical a license of certain intellectual property for use in Delphi Medical's electrocardiography products. Pursuant to the Agreement, Delphi Medical made certain minimum royalty commitments for the initial portion of the Agreement's term. See Agreement, § 4.3. However, the Agreement also includes a provision granting Delphi Medical the right to terminate the Agreement for any reason, and provides a separate measure of damages in the event that Delphi Medical elected to terminate the Agreement. See Agreement, Appendix 2.6, ¶11. The Agreement was rejected by Delphi Medical, effective as of May 12, 2006, pursuant to this Court's Order Under 11 U.S.C. § 365 And Fed. R. Bankr. P. 6006 Authorizing Rejection Of OEM License and Supply Agreement With Inovise Medical, Inc. (Docket No. 3947) dated May 30, 2006.

4. The Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

---

<sup>2</sup> Delphi Automotive Systems Corporation is the former name of Delphi and proof of claim number 16315 listed Delphi's case number (05-44481). The claims and noticing agent therefore docketed proof of claim number 16315 against Delphi.

5. Longacre filed its Response Of Longacre Master Fund Ltd. To Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5810) (the "Response") on November 24, 2006.

Disputed Issues

A. Delphi Medical Has No Obligation For Any Damages Arising From Rejection Of The Agreement.

6. The Agreement includes, in Appendix 2.6 thereto, certain General Terms And Conditions (the "Terms and Conditions") which govern each of Inovise's and Delphi Medical's rights and obligations under the Agreement and any ancillary agreements entered into pursuant thereto. See Agreement, Appendix 2.6, ¶1 ("[Inovise] acknowledges and agrees that these General Terms and Conditions are incorporated in, and a part of, the OEM License and Supply Agreement by and between Inovise Medical, Inc. ('Seller') and Delphi Medical Systems Corporation ('Buyer') . . ."). The Terms and Conditions provide Delphi Medical with an express "termination for convenience" right:

In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason, by notifying Seller in writing. Upon such termination, Buyer may, at its option, purchase from Seller any or all raw materials, work in process and finished goods inventory related to the goods under this Contract which are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work in process, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be (a) the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work in process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such

costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Article will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Seller will submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests.

Agreement, Appendix 2.6, ¶11.

7. Therefore, Inovise's claim for Rejection Damages should be limited to the amount that Inovise was entitled to recover upon a termination of the Agreement for convenience by Delphi Medical under paragraph 11 of the Terms and Conditions. Pursuant to paragraph 11, Inovise has no right to collect any damages as a result of a termination for convenience by Delphi Medical, as the paragraph expressly provides that Delphi Medical "may, at its option, purchase from Seller any or all raw materials, work in process and finished goods inventory related to the goods under this Contract." Agreement, Appendix 2.6, ¶11 (emphasis added). As the provision is permissive not mandatory, Inovise has no right to receive any payment of damages from Delphi Medical upon a termination of the Agreement. Furthermore, even if paragraph 11 of the General Terms and Conditions were interpreted to provide Inovise a right to recover damages upon a termination of the Agreement, Inovise's damages would be limited to:

(a) the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered and accepted by Buyer and not previously paid for, plus

(b) the actual costs of work in process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such costs are

reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract less

(c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent.

8. No goods or services were being provided by Inovise under the Agreement as of the effective date of the rejection. Inovise also had no work in process or raw materials inventory as of the effective date of the rejection. Therefore, even if Inovise did have a right to recover damages in an amount measured by paragraphs (a), (b), and (c) above, the amount of Inovise's Rejection Damages would be \$0.00.

B. If Any Portion Of The Claim For Rejection Damages Is Valid, It Must Be Discounted To Present Value.

9. Even if the Court were to determine that any portion of the Claim for Rejection Damages is valid, the entire claim was unmatured as of October 8, 2005 (the "Petition Date"). Pursuant to the Agreement, Delphi Medical was required to provide Inovise with minimum royalties for the first, second, and third "Royalty Years" in the amount of \$150,000.00 per Royalty Year. See Agreement, § 4.3. A "Royalty Year" is defined in the Agreement as "each of the twelve-month periods commencing on the earlier of (a) the date the first Product is offered for commercial sale, and (b) September 30, 2005, and each anniversary thereof thereafter." Agreement, § 1.23. No Products (as defined in the Agreement) were ever offered for commercial sale and the first, second, and third Royalty Years therefore would have ended September 29, 2006, September 29, 2007, and September 29, 2008, respectively.

10. Payment of the minimum royalties for each Royalty Year were due with the next regular royalty payment, which royalty payments were made quarterly. See Agreement, §§ 4.3, 4.4. Regular quarterly royalty payments were due "within forty-five (45) days following the end" of a "Royalty Quarter," which was defined as "each three-month period ending March

31, June 30, September 30 and December 31 within a Royalty Year." See Agreement, §§ 1.23, 4.4. Therefore, the next regular royalty payment after the end of each of the first, second, and third Royalty Years would have been due on November 14, 2006, November 14, 2007, and November 14, 2008, respectively. Each portion of the Claim for Rejection Damages, if ultimately determined to be valid, must be discounted to its value as of the Petition Date utilizing an appropriate discount rate. Discounting those portions of the Claim to their value as of the Petition Date would result in a significant reduction in the amount of the Claim.

C. Inovise Has Provided No Evidence That It Has Fully Mitigated Its Claim.

11. A claimant is required to mitigate its damages arising as a result of a breach of an agreement, including as a result of the rejection of such agreement pursuant to 11 U.S.C. § 365. Neither the Proof Of Claim nor the Response contain any evidence that Inovise has undertaken any attempt to mitigate its damages, if any, arising as a result of Delphi Medical's rejection of the Agreement. Pursuant to the Agreement, Inovise granted Delphi Medical an exclusive license with respect to certain technology in certain markets. As Delphi Medical's rejection of the Agreement allowed Inovise to license the technology covered by the Agreement to any other party, the Debtors believe that Inovise should have been able to mitigate its damages, at least in part, which would further reduce the amount of the Claim.

D. The Proof Of Claim Is Untimely.

12. Pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof (Docket No. 3206) (the "Bar Date Order"), claimants, including Inovise, were required to file proofs of claim on or before July 31, 2006 at 4:00 p.m. (the "Bar Date"). The Proof Of Claim, however, was not filed

until September 18, 2006. As described below, the Bar Date Order also required claimants to file a separate proof of claim against each Debtor entity which such claimant believed was, or may be, liable to such claimant.

13. Prior to the Bar Date, Inovise elected to file a proof of claim against only Delphi, and not to file any proofs of claim against any of the other Debtors, including DAS LLC. As Delphi and DAS LLC are separate and distinct legal entities, Inovise's attempt to amend its earlier proof of claim to modify the Debtor entity against which it is asserted is a substantive amendment and may affect recoveries of other creditors of DAS LLC. Furthermore, freely allowing the untimely amendment of proofs of claim to modify the Debtor entity against which such claim is asserted runs afoul of the express provisions of the Bar Date Order and may prejudice the Debtors' on-going efforts to formulate a plan of reorganization, as the Debtors will have no certainty as to the potential claims against any individual Debtor. Therefore, the Proof Of Claim should be disallowed in its entirety as being untimely pursuant to the Bar Date Order.

E. DAS LLC Has No Obligation For Rejection Damages Under The Agreement.

14. The Claim is asserted by Inovise against DAS LLC. The Debtors dispute that DAS LLC owes any obligation for Rejection Damages, if any, to Inovise.<sup>3</sup> As noted above, the basis for the Rejection Damages portion of the Claim is Delphi Medical's rejection of the Agreement, which is between Inovise and Delphi Medical. Delphi Medical and DAS LLC are separate and distinct legal entities. Neither the Proof Of Claim nor the Response assert any basis upon which DAS LLC would be liable for Delphi Medical's obligations, if any, for Rejection

---

<sup>3</sup> The Debtors acknowledge that Schedule F of the Schedules of Liabilities of DAS LLC reflects an undisputed unsecured prepetition obligation owing to Inovise in the amount of \$150,000.00, which is incorporated in the Proof Of Claim. As provided herein, the Debtors do not dispute the portion of the Claim that asserts the obligation listed on DAS LLC's Schedule F.

Damages under the Agreement. Similarly, the Agreement provides no basis for claims to be asserted against DAS LLC. The Agreement clearly and unambiguously identifies Delphi Medical as the party to the Agreement. See, e.g., Agreement at pp. 1 and 23. DAS LLC is not, and has never been, a party to the Agreement.

15. Furthermore, pursuant to the Bar Date Order, claimants, including Inovise, were required to file proofs of claim against the appropriate Debtor entity. Specifically, paragraph 3(f) of the Bar Date Order provides:

Proofs of Claim must clearly indicate the name of the applicable Debtor against which the Claim is asserted and the applicable reorganization case number for such Debtor, and if a Claim is asserted against more than one of the Debtors, a separate Proof of Claim must be filed in each such Debtor's reorganization case.

16. Furthermore, the Notice Of Bar Date For Filing Proofs Of Claim (the "Bar Date Notice") which was approved by the Court pursuant to Bar Date Order also specifically stated that "each holder of a claim must identify on its proof of claim the specific Debtor against which its claim is asserted and the case number of that Debtor's reorganization case." See Bar Date Notice at p. 2. Exhibit A to the Bar Date Notice specifically identified Delphi Medical as a Debtor and identified its case number. See Exhibit A to Bar Date Notice at p. 2.

17. Nonetheless, Inovise filed its Proof Of Claim only against DAS LLC, and did not file any proofs of claim against Delphi Medical. The July 31, 2006 bar date passed over four and one-half months ago and a further untimely amendment should not be permitted for the reasons set forth above. As the Proof Of Claim was asserted against DAS LLC and DAS LLC clearly has no obligation under the Agreement, including, but not limited to, the payment of any Rejection Damages arising with respect thereto, the Claim for Rejection Damages is invalid and should be reduced to the \$150,000.00 reflected on DAS LLC's Schedule F.

Reservation Of Rights

18. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) disallowing and expunging the Claim, (b) in the alternative, reducing the Claim to \$150,000.00, (c) further in the alternative, discounting the Claim to its value as of the Petition Date utilizing an appropriate discount rate, and (d) granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

# **EXHIBIT K**

Hearing Date: February 14, 2007  
Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	-	x	
	:		
In re	:	Chapter 11	
	:		
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)	
	:		
	:	(Jointly Administered)	
Debtors.	:		
-----	-	x	

**DEBTORS' STATEMENT OF DISPUTED ISSUES WITH RESPECT TO PROOF  
OF CLAIM NUMBER 2479 (WORLDWIDE BATTERY COMPANY, LLC)**

("STATEMENT OF DISPUTED ISSUES – WORLDWIDE BATTERY COMPANY, LLC")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates,  
debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"),

hereby submit this Statement of Disputed Issues (the "Statement of Disputed Issues") With Respect To Proof Of Claim Number 2479 (the "Proof of Claim") filed by WorldWide Battery Company, LLC ("WorldWide"), and respectfully represent as follows:

Background

1. WorldWide filed the Proof of Claim on or about April 3, 2006. The Proof of Claim asserts an unsecured nonpriority claim in the amount of \$2,819,166.35 (the "Claim") pursuant to a Recycled Battery Sales Agreement dated March 16, 2004 entered into by Delphi and WorldWide (the "Agreement") in which Delphi agreed to sell recyclable batteries to WorldWide. The Proof of Claim asserts that the Claim constitutes 35 months of average income of \$80,547.61 per month that WorldWide lost due to an alleged breach of the Agreement by Delphi when the Debtors sold its battery-related assets to Johnson Controls, Inc. ("JCI"). WorldWide attached the Agreement to the Proof of Claim.

2. The Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

3. On November 27, 2006,<sup>1</sup> WorldWide filed WorldWide Battery's (i) Response In Opposition To Third Omnibus Claims Objection (Ref. Claim No. 2479), And (ii) Motion For Enlargement Of Time To Submit Additional Evidence In Support Of Proof Of Claim

---

<sup>1</sup> The deadline to file a response to the Third Omnibus Claims Objection was November 24, 2006 at 4:00 p.m. (Prevailing Eastern Time). See Third Omnibus Claims Objection, ¶ 46.

(Docket No. 5864) (the "Response"). The Response asserts that the maximum allowable amount of the Claim is less than or equal to \$250,000.

Disputed Issues

A. The Debtors Have Not Breached The Agreement

4. The Debtors dispute that they are in breach of the Agreement. The Agreement did not commit Delphi to sell a specific quantity of batteries to WorldWide. In fact, the Agreement expressly states that "no quantity is guaranteed by Delphi hereunder." See Agreement, ¶ 1.1.

5. When the Debtors sold their battery-related assets to JCI, Delphi no longer owned any batteries to sell to WorldWide. And, because Delphi never agreed to sell a specific quantity of batteries to WorldWide, Delphi had no duty to continue to sell batteries to WorldWide after the sale of the Debtors' battery business line. Accordingly, the cessation of battery sales did not constitute a breach of the Agreement. Because Delphi has not breached the Agreement, the Claim should be disallowed and expunged.

B. At Most, The Claim Is Limited To 90 Days Of Lost Profits

6. Even if the Debtors did breach the Agreement (which the Debtors dispute), the Claim should be limited to 90 days of WorldWide's lost profits.

7. As WorldWide acknowledged in the Response, the Agreement allows Delphi to terminate the Agreement upon 90 days written notice upon certain conditions, including the sale of the Debtors' battery manufacturing operations. See Agreement, ¶ 4.5. Because the Debtors sold their battery manufacturing operations to JCI, Delphi was entitled to terminate the Agreement upon 90 days notice. Thus, an alleged breach of the Agreement would entitle WorldWide to a damage claim for, at most, 90 days of lost profits. Accordingly, even if

the Debtors breached the Agreement, the Claim is limited to 90 days of WorldWide's lost profits.<sup>2</sup>

C. The Response Was Untimely

8. Pursuant to the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered on October 26, 2006 (Docket No. 5418) and the Third Omnibus Claims Objection, responses to the Third Omnibus Claims Objection were due by November 24, 2006. The Response was filed after the deadline, and thus was not timely. WorldWide's failure to file a timely response to the Third Omnibus Claims Objection lends further support for the disallowance and expungement of the Claim.

Reservation of Rights

9. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim

---

<sup>2</sup> The Debtors are without sufficient information to either dispute or confirm WorldWide's calculation of its alleged monthly lost profits. Nothing contained herein is an acceptance, or acknowledgment of the accuracy, of WorldWide's calculation.

and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) disallowing and expunging the Claim, (b) in the alternative, reducing the amount of the Claim, and (c) granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

# **EXHIBIT L**

Hearing Date: February 14, 2007  
Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	-	x	
	:		
In re	:	Chapter 11	
	:		
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)	
	:		
	:	(Jointly Administered)	
Debtors.	:		
-----	-	x	

DEBTORS' STATEMENT OF DISPUTED ISSUES WITH RESPECT TO PROOF  
OF CLAIM NUMBER 13409 (NISSAN TECHNICAL CENTER NORTH AMERICA, INC.)

("STATEMENT OF DISPUTED ISSUES – NISSAN  
TECHNICAL CENTER NORTH AMERICA, INC.")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Statement of Disputed Issues (the "Statement of Disputed Issues") With Respect To Proof Of Claim Number 13409 (the "Proof of Claim") filed by Nissan Technical Center North America, Inc. ("Nissan"), and respectfully represent as follows:

Background

1. Nissan filed the Proof of Claim on or about July 31, 2006. The Proof of Claim asserts a secured claim (the "Secured Claim"), an unsecured nonpriority claim (the "Unsecured Nonpriority Claim," and together with the Secured Claim, the "Prepetition Claim"), and an administrative expense claim (the "Administrative Expense Claim," and together with the Prepetition Claim, the "Claim") in an unknown amount pursuant to a lease dated October 12, 2001 between Delphi Automotive Systems, LLC ("DAS LLC") and Nissan (the "Lease"), a Landlord Consent and Lien Waiver dated August 5, 2005 (the "Consent and Lien Waiver"), and a Test Track Agreement dated September 4, 2002 (the "Test Track Agreement," and together with the Lease and the Consent and Lien Waiver, the "Agreements"). Nissan attached the Agreements to the Proof of Claim.

2. The Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

3. On November 22, 2006, Nissan filed its Response By Nissan Technical Center North America, Inc. To Debtors' Third Omnibus Claims Objection (Docket No. 5703) (the "Response").

4. The Proof of Claim asserts that the Prepetition Claim includes unpaid prepetition rent under the Lease, two unpaid invoices pursuant to the Test Track Agreement, indemnification for any damages for testing pursuant to the Test Track Agreement, any damages resulting from the Debtors' use of Nissan's property, and any other claims arising under the Agreements. The Proof of Claim asserts that the Prepetition Claims are secured by any personal property left by the Debtors on the real property subject to the Lease (the "Leased Property"), and by rights of setoff and/or recoupment.

5. The Proof of Claim asserts that the Administrative Claim includes amounts for which the Debtors will become liable to Nissan pursuant to the Agreements. The Response asserts that the Agreements expired by their terms on October 14, 2006, and that the Debtors vacated the Leased Property in September 2006 and continue to owe rent for the period after which it vacated. The Response asserts the Administrative Claim includes postpetition rent, any damage to the Lease Property incurred postpetition, and any other claim arising under the Agreements postpetition.

#### Disputed Issues

##### A. The Prepetition Claim

6. The Debtors do not dispute that Nissan has an unsecured nonpriority claim for the unpaid July and August 2005 invoices. According to the Debtors' books and records, the amount due and owing under the two invoices is \$32,734.44. Attached as Exhibit A is the Debtors' payment history from January 1, 2005 through October 8, 2005 (the "Petition Date")

under the Track Agreement. Attached as Exhibit B is the Debtors' payment history from January 1, 2005 through the Petition Date under the Lease, which demonstrates that no prepetition rent is due under the Lease. Nissan does not assert that there are any outstanding obligations under the Consent and Lien Waiver. Therefore, to the extent Nissan asserts an unsecured nonpriority claim in excess of \$32,734.44, the Debtors dispute the same.

7. Additionally, to the extent that Nissan asserts that the Prepetition Claim is secured, the Debtors dispute the same. Specifically, the Debtors do not believe that any personal property was left on the Leased Property, nor that any amounts are owed by Nissan to the Debtors under the Agreements that would give rise to rights of setoff and/or recoupment.

B. The Administrative Claim

8. Nissan has attempted to assert the Administrative Claim through the filing of a proof of claim form. However, a postpetition administrative expense claim must be asserted through the filing of a request for payment in the form of a motion under section 503 of the Bankruptcy Code and cannot be asserted by the filing of a proof of claim form. Therefore, Nissan's assertion of the Administrative Claim is procedurally improper and the Claim should be disallowed and expunged, without prejudice to Nissan's ability to properly assert an administrative claim and the Debtors' rights to dispute the same.

Reservation of Rights

9. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions

of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order modifying the Claim consistent with the amounts set forth above, and granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

**Nissan Technical Center N.A.**  
**Vendor DUNS # RD 088328109**  
**Payment History 1/1/05 - 10/8/05**  
**Test Track Agreement**

<u>Process #</u>	<u>Plant Code</u>	<u>Doc Type #</u>	<u>Document #</u>	<u>Document Date</u>	<u>Total Amount</u>	<u>Bill Of Lading</u>	<u>Purchase Order #</u>	<u>Status</u>	<u>Payment Date</u>	<u>Payment #</u>
'9000029202344	EA	2	'059441590001	1/13/2005	\$813.49	AZ1452	AES34597	PAID	3/2/2005	900488736
'9000029202345	EA	2	'059441630001	1/13/2005	\$15,000.00	AZ1452	AES34599	PAID	3/2/2005	900488736
'9000029431934	EA	2	'059446660001	2/5/2005	\$869.26	AZ1455	AES34889	PAID	4/4/2005	900493335
'9000029431935	EA	2	'059446680001	2/5/2005	\$15,000.00	AZ1455	AES34890	PAID	4/4/2005	900493335
'9000029745102	EA	2	'059454520001	3/5/2005	\$682.50	AZ1458	AES35280	PAID	5/2/2005	900497806
'9000029745103	EA	2	'059454530001	3/5/2005	\$15,000.00	AZ1458	AES35282	PAID	5/2/2005	900497806
'9000030311558	EA	2	'059465300001	4/11/2005	\$929.76	AZ1463	AES35881	PAID	6/2/2005	900502455
'9000030311559	EA	2	'059465310001	4/11/2005	\$15,000.00	AZ1463	AES35882	PAID	6/2/2005	900502455
'9000030628940	EA	2	'059472170001	5/11/2005	\$15,000.00	AZ1468	AES36224	PAID	7/5/2005	900506885
'9000030628941	EA	2	'059472180001	5/11/2005	\$1,398.67	AZ1468	AES36225	PAID	7/5/2005	900506885
'9000031014141	EA	2	'059480870001	6/9/2005	\$1,103.62	AZ1473	AES36699	PAID	8/2/2005	900510770
'9000031014142	EA	2	'059480880001	6/9/2005	\$15,000.00	AZ1473	AES36700	PAID	8/2/2005	900510770
'9000031263467	EA	2	'059486210001	7/8/2005	\$999.43	AZ1475	AES36925	PAID	9/2/2005	900515761
'9000031263468	EA	2	'059486220001	7/8/2005	\$15,000.00	AZ1475	AES36926	PAID	9/2/2005	900515761
'9000031804415	EA	2	'059492620001	8/9/2005	\$15,000.00	AZ1479	AES37173	Ready To Pay	10/2/2005	0
'9000031804416	EA	2	'059492630001	8/9/2005	\$1,222.87	AZ1479	AES37174	Ready To Pay	10/2/2005	0
'9000033049379	H2	2	'5204422473001	9/19/2005	\$6,462.38	AZ1482	D0450178698	Ready To Pay	12/31/2049	0
'9000033191529	J6	2	'5204514560001	9/19/2005	\$6,695.06	AZ1482TI	D0450215151	Ready To Pay	12/31/2049	0
'9000032095494	K9	2	'051878630001	9/19/2005	\$3,354.13	AZ1479	S2S55331	Ready To Pay	12/31/2049	0

**Nissan Technical Center N.A.**  
**Vendor DUNS # LM 909900000**  
**Payment History 1/1/05 - 10/8/05**  
**Real Estate Lease**

<u>Process #</u>	<u>Plant Code</u>	<u>Doc Type #</u>	<u>Document #</u>	<u>Document Date</u>	<u>Total Amount</u>	<u>Bill Of Lading</u>	<u>Status</u>	<u>Payment Date</u>	<u>Payment #</u>
'9000029025976	EW	2	'ZZ34530	1/21/2005	\$16,333.33	34530	PAID	1/25/2005	900482242
'9000029406735	EW	2	'ZZ37542	2/21/2005	\$16,333.33	37542	PAID	2/23/2005	900487122
'9000029766321	EW	2	'ZZ38354	3/23/2005	\$16,333.33	38354	PAID	3/29/2005	900491746
'9000030114949	EW	2	'ZZ56937	4/21/2005	\$16,333.33	56937	PAID	4/25/2005	900496257
'9000030449592	EW	2	'ZZ57351	5/20/2005	\$16,333.33	57351	PAID	5/24/2005	900500799
'9000030799278	EW	2	'ZZ57792	6/21/2005	\$16,333.33	57792	PAID	6/23/2005	900505162
'9000031020480	EW	2	'ZZ58272	7/21/2005	\$16,333.33	58272	PAID	7/25/2005	900509079
'9000031421341	EW	2	'ZZ58589	8/23/2005	\$16,333.33	58589	PAID	8/25/2005	900514025
'9000031785145	EW	2	'ZZ58932	9/22/2005	\$16,333.33	58932	PAID	9/26/2005	900518697

# **EXHIBIT M**

Hearing Date: February 14, 2007  
Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

**DEBTORS' STATEMENT OF DISPUTED ISSUES WITH RESPECT TO  
PROOF OF CLAIM NUMBER 14245 (LIGHTSOURCE PARENT CORPORATION)**

("STATEMENT OF DISPUTED ISSUES – LIGHTSOURCE PARENT CORPORATION")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates,  
debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"),

hereby submit this Statement Of Disputed Issues (the "Statement Of Disputed Issues") With Respect To Proof Of Claim Number 14245 (the "Proof Of Claim") filed by Lightsource Parent Corporation ("Lightsource") and respectfully represent as follows:

Background

1. Lightsource filed the Proof Of Claim on or about July 31, 2006. The Proof Of Claim asserts that Delphi owes Lightsource, or its subsidiary Guide Corporation ("Guide"), approximately \$29 million related to postemployment retiree healthcare and life insurance benefits (collectively, "OPEB Obligations") for certain Lightsource and Guide retired employees (the "Claim"). Lightsource bases its Claim on the Lightsource Formation Agreement Among General Motors Corporation, Lightsource Parent Corporation And PEP Guide, LLC, dated as of September 29, 1998 (the "LFA") and the Master Separation Agreement dated as of December 22, 1998 Among General Motors Corporation, Delphi Automotive Systems Corporation, Delphi Automotive Systems LLC, Delphi Technologies, Inc. And Delphi Automotive Systems (Holding), Inc. (the "MSA").<sup>1</sup>

2. Specifically, Lightsource alleges that under the LFA, Lightsource agreed to pay OPEB Obligations to certain employees that had previously been employed by General Motors Corporation ("GM") but were transferred to employment with Lightsource or Guide, as applicable. Pursuant to the LFA, GM purportedly agreed to reimburse Lightsource for a portion of the OPEB Obligations on an annual basis (the "Reimbursement Liability"). Lightsource further states that under the LFA, GM had the unilateral right to assign such liabilities in whole

---

<sup>1</sup> Because Lightsource has acknowledged in its Response (defined below) that it possesses a copy of the MSA and because the MSA was filed as an exhibit to the Form S-1/A filed with the Securities and Exchange Commission by Delphi on January 27, 1999, the Debtors have not attached it hereto. Nonetheless, the MSA will be provided upon request to Lightsource.

or in part to its Delphi Automotive business unit or any such business entity to which the assets of the Delphi Automotive business unit was sold or transferred.<sup>2</sup>

3. Lightsource further alleges that GM exercised its right to transfer the Reimbursement Liability to its Delphi Automotive business unit and did so in the MSA. Lightsource thus asserts that Delphi owes Lightsource and/or Guide approximately \$1,018,302 for Reimbursement Liability incurred between January 1, 2003 and June 30, 2006 for salaried employees and approximately \$28,215,799 in unliquidated amounts for the present value of future Reimbursement Liability for periods after June 30, 2006 for salaried employees. Finally, Lightsource asserts that additional amounts of Reimbursement Liability are owed for periods prior to January 1, 2003 for salaried employees and for all periods for hourly employees, but that Lightsource does not know the total amount of these liabilities.

4. The Debtors objected to the Claim pursuant to the Debtors' (I) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (II) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

5. Lightsource filed its Response Of Lightsource Parent Corporation To Debtors' (I) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And

---

<sup>2</sup> As the LFA predates GM's spinoff of Delphi and its subsidiaries and affiliates, the assets which now comprise such entities were then a business unit of GM.

(II) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5759) (the "Response") on November 22, 2006. Attached to the Response was the Proof Of Claim and a copy of the LFA. In its Response, Lightsource reiterated its position that the LFA and MSA establish liability for OPEB Obligations from Delphi to Lightsource.

Disputed Issues

6. The Debtors dispute that Delphi owes any obligation to Lightsource. As noted above, Lightsource states that the basis for the Claim is the LFA between GM and Lightsource and the MSA between GM and Delphi. Delphi is not, and has never been, a party to the LFA. Lightsource is not, and has never been, a party to the MSA. Because Lightsource is not a party to the MSA and Lightsource and Delphi share no privity of contract, Delphi cannot be directly liability to Lightsource under the MSA.

7. The MSA allocated certain liabilities between Delphi and GM when Delphi was spun-off from GM. Specifically, section 2.02(b) of the MSA defined Delphi's obligations for liabilities arising from certain divestitures. As stated therein,

Divested Business. Delphi shall, with respect to the businesses and operations divested by the Delphi Automotive Systems Business, assume all Liabilities of GM related thereto; provided, however, that Delphi shall not assume those Liabilities relating to operations divested by the Delphi Automotive Systems Business to the extent such Liabilities are expressly retained by GM pursuant to the terms of this Agreement or the Ancillary Agreements. . .and the Liabilities assumed by Delphi shall include, without limitation, the obligation to satisfy all of the obligations of GM under the various agreements pursuant to which the Delphi Automotive Systems Business effected such divestitures (the "Divestiture Agreements"); provided, further, however, that notwithstanding the foregoing or any other provision of this Agreement or any Ancillary Agreement, responsibility for certain obligations relating to certain divestitures shall be allocated between the parties as set forth on Schedule I hereto.

8. Schedule I to the MSA (titled "Certain Agreements With Respect To Divested Businesses") provides that Delphi shall assume any "restructuring and support

payments, subsidies and supplements" relating to the businesses divested to Lightsource Parent Corporation. See MSA, Schedule I, ¶2. Notably, Schedule I does not assign the LFA to Delphi nor create a right of payment from Delphi to Lightsource. In fact, Delphi has never accepted assignment of the LFA from GM pursuant to the MSA or otherwise. Section 2.02(b) and Schedule I, at most, create an obligation from Delphi to GM.

9. Moreover, the MSA specifically provides that no party was intended to be, or can assert a right as, a third party beneficiary to the MSA. Specifically, section 9.05 states that "nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement. . . ." MSA § 9.05. Because Lightsource is not a party to the MSA, it may not claim that under the MSA it has any remedy from Delphi for the Reimbursement Liability, or that Delphi owes Lightsource any obligation as a result of any provision of the MSA.

10. Similarly, the LFA creates a right of payment from GM to Lightsource but does not independently create a right of payment from Delphi because Delphi is not a party to the LFA and has not accepted assignment of the LFA. Thus, Lightsource's recourse for the Reimbursement Liability, if any, is from GM, not Delphi.

11. In addition to the above, in its Claim, Lightsource asserts liabilities that even it is unable to quantify. Although it asserts that the formula for quantifying such obligations is set forth in the LFA, Lightsource is unable to state what those liabilities are for its hourly employees, even for obligations supposedly owing for periods dating as far back as 2003. Moreover, certain of these claimed liabilities are contingent and the contingencies which must occur to result in a liquidated obligation may never occur.

12. Because no right of payment exists between Delphi and Lightsource and Lightsource has not substantiated its right to payment from Delphi for the asserted Claim, Lightsource's claim should be disallowed and expunged. Furthermore, because the Debtors do not believe that there is a basis for liability from Delphi to Lightsource, the Debtors are not addressing the appropriate calculation of liability herein but reserve the right to do so at a later time should it be determined that such liability exists.

Reservation Of Rights

13. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) disallowing and expunging the Claim and (b) granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

# **EXHIBIT N**

Hearing Date: February 14, 2007  
Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

DEBTORS' STATEMENT OF DISPUTED ISSUES WITH RESPECT TO  
PROOF OF CLAIM NUMBER 2558 (INPLAY TECHNOLOGIES, INC.)

("STATEMENT OF DISPUTED ISSUES – INPLAY TECHNOLOGIES, INC.")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Statement Of Disputed Issues (the "Statement Of Disputed Issues") With Respect To Proof Of Claim Number 2558 (the "Proof Of Claim") filed by InPlay Technologies, Inc. ("InPlay") and respectfully represent as follows:

Background

1. InPlay filed the Proof Of Claim on or about April 4, 2006. The Proof Of Claim asserts an unsecured nonpriority claim in the amount of \$9 million (the "Claim") for royalties allegedly owed pursuant to a License Agreement between InPlay (f/k/a DuraSwitch Industries, Inc.) and Delphi Automotive Systems LLC ("DAS LLC"), dated April 20, 2000 (the "License Agreement"). Specifically, the Claim is comprised of an alleged \$3 million royalty payment due July 2006 and an alleged \$6 million royalty payment due July 2007. See Attachment to Proof Of Claim at p. 1.

2. The License Agreement was rejected by DAS LLC, effective as of October 17, 2005, pursuant to this Court's Order Under 11 U.S.C. § 365(a) Authorizing Rejection Of License Agreement With DuraSwitch Industries, Inc. (Docket No. 762) dated October 27, 2005.

3. The Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

4. InPlay filed its Response Of InPlay Technologies, Inc. To Objection To Claim 2558 (Docket No. 5601) (the "Response") on November 21, 2006. Attached to the Response was the Affidavit Of Robert J. Brilon In Support Of InPlay Technologies, Inc.'s Objection To Claim 2558 [sic] (the "Brilon Affidavit").

Disputed Issues

A. If Any Portion Of The Claim Is Valid, It Must Be Discounted To Present Value.

5. While the Debtors believe that the entire Claim is invalid as set forth below, even if the Court were to determine that any portion of the Claim is valid, the entire claim was unmatured as of October 8, 2005 (the "Petition Date"). The Proof Of Claim acknowledges that \$3 million of the amount asserted in the Claim was not due under the License Agreement until July 2006 and the remaining \$6 million asserted in the Claim was not due under the License Agreement until July 2007. Therefore, each portion of the Claim, if ultimately determined to be valid, must be discounted to its value as of the Petition Date utilizing an appropriate discount rate. Discounting the Claim to its value of the Petition Date would result in a significant reduction in the amount of the Claim.

B. InPlay Has Provided No Evidence That It Has Fully Mitigated Its Claim.

6. A claimant is required to mitigate its damages arising as a result of a breach of an agreement, including as a result of the rejection of such agreement pursuant to 11 U.S.C. § 365. Neither the Proof Of Claim nor the Response contain any evidence that InPlay has undertaken any action to attempt to mitigate its damages, if any, arising as a result of DAS LLC's rejection of the License Agreement.

7. The only statement that InPlay has made with respect to mitigation of its damages is contained in the Brilon Affidavit, in which it is stated that "InPlay has been unable to

license the DuraSwitch Patents and DuraSwitch Technology in the Exclusive Licensed Field or to find others willing to exploit the DuraSwitch Patents and DuraSwitch Technology in that field" despite undertaking allegedly "extensive" efforts to license the technology to other parties. See Brilon Affidavit at ¶6. This, however, is inconsistent with the prior statements of InPlay made at the time that DAS LLC sought to reject the License Agreement. At that time, InPlay asserted that the License Agreement had value to DAS LLC, despite acknowledging that DAS LLC was not manufacturing any products incorporating the licensed technology, because the Debtors' competitors would otherwise license and use the technology from InPlay to compete with the Debtors. See Objection Of DuraSwitch Industries, Inc. To Debtors' Motion For An Order Under 11 U.S.C. § 365(a) Authorizing Rejection Of License Agreement With DuraSwitch Industries, Inc. (Docket No. 629) ("The value to Delphi was present even in the absence of sales of Licensed Products, because the Agreement allowed Delphi to keep the Licensed Technology from being used by other manufacturers and competitors of Delphi").

8. The conclusory statement contained in the Brilon Affidavit is insufficient to demonstrate that InPlay has taken appropriate steps to mitigate its damages, if any, arising from the rejection of the License Agreement. Pursuant to the License Agreement, InPlay granted DAS LLC an exclusive license with respect to certain technology intended to facilitate electrical connections within a vehicle. As DAS LLC's rejection of the License Agreement allowed InPlay to license the technology covered by the License Agreement, which InPlay alleges has significant value, to any other party, the Debtors believe that InPlay should have been able to mitigate its damages, at least in part, which would further reduce the amount of the Claim.

C. Delphi Has No Obligations Under The License Agreement.

9. The Claim is asserted by InPlay against Delphi. The Debtors dispute that Delphi owes any obligation to InPlay. As noted above, the basis for the Claim is a License Agreement between InPlay and DAS LLC. Delphi and DAS LLC are separate and distinct legal entities. None of the Proof Of Claim, the Response, or the Brilon Affidavit assert any basis upon which Delphi would be liable for DAS LLC's obligations, if any, under the License Agreement. Rather, the Brilon Affidavit expressly acknowledges that DAS LLC was the Debtor party to the License Agreement and the Response expressly states that the Claim is for "minimum royalty payments due and owing from Delphi pursuant to Section 3.2 of the License Agreement." See Brilon Affidavit at ¶2; Response at ¶2.<sup>1</sup> Similarly, the License Agreement provides no basis for claims to be asserted against Delphi. The License Agreement clearly and unambiguously identifies DAS LLC as the party to the License Agreement. See, e.g., License Agreement at pp. 1 and 14. Delphi is not, and has never been, a party to the License Agreement. In fact, the Brilon Affidavit states that the License Agreement has not been amended. See Brilon Affidavit at ¶5.

10. Furthermore, pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof (Docket No. 3206) (the "Bar Date Order"), claimants, including InPlay, were required to file proofs of

---

<sup>1</sup> The Response uses the term "Delphi" without defining the specific Debtor entity to which such term is intended to refer.

claim against the appropriate Debtor entity. Specifically, paragraph 3(f) of the Bar Date Order provides:

Proofs of Claim must clearly indicate the name of the applicable Debtor against which the Claim is asserted and the applicable reorganization case number for such Debtor, and if a Claim is asserted against more than one of the Debtors, a separate Proof of Claim must be filed in each such Debtor's reorganization case.

11. Furthermore, the Notice Of Bar Date For Filing Proofs Of Claim (the "Bar Date Notice") which was approved by the Court pursuant to Bar Date Order also specifically stated that "each holder of a claim must identify on its proof of claim the specific Debtor against which its claim is asserted and the case number of that Debtor's reorganization case." See Bar Date Notice at p. 2. Exhibit A to the Bar Date Notice specifically identified DAS LLC as a Debtor and identified its case number. See Exhibit A to Bar Date Notice at p. 4.

12. Nonetheless, InPlay filed its Proof Of Claim only against Delphi, and did not file any proofs of claim against DAS LLC. The July 31, 2006 bar date passed over four and one-half months ago. As the Proof Of Claim was asserted against Delphi and Delphi clearly has no obligations under the License Agreement, including, but not limited to, the payment of any royalties owing thereunder, the Claim is invalid and should be disallowed in its entirety.

#### Reservation Of Rights

13. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional

legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) disallowing and expunging the Claim, (b) in the alternative, discounting the Claim to its value as of the Petition Date utilizing an appropriate discount rate, and (c) granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

# **EXHIBIT O**

Hearing Date: February 14, 2007  
Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	-	x	
	:		
In re	:	Chapter 11	
	:		
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)	
	:		
	:	(Jointly Administered)	
Debtors.	:		
-----	-	x	

**DEBTORS' STATEMENT OF DISPUTED ISSUES WITH RESPECT  
TO PROOF OF CLAIM NUMBER 2707 (LABORSOURCE 2000, INC.)**

("STATEMENT OF DISPUTED ISSUES – LABORSOURCE 2000, INC.")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates,  
debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"),

hereby submit this Statement of Disputed Issues (the "Statement of Disputed Issues") With Respect To Proof Of Claim Number 2707 (the "Proof of Claim") filed by LaborSource 2000, Inc. ("LaborSource"), and respectfully represent as follows:

Background

1. LaborSource filed the Proof of Claim on or about April 21, 2006. The Proof of Claim asserts an unsecured nonpriority claim in the amount of \$2,284,000 (the "Claim") stemming from an agreement between LaborSource and Delphi Automotive Systems LLC ("DAS LLC") whereby LaborSource agreed to provide certain labor services required by DAS LLC in conjunction with a certain project (the "Project") to produce automotive cockpits for General Motors Corporation ("GM"). The Debtors' bid request dated August 27, 2002 (the "Bid Request"), pursuant to which DAS LLC solicited bids from, among others, LaborSource, and the Purchase Order dated October 15, 2002 (the "Purchase Order") that contains the terms by which the Debtors agreed to purchase services from LaborSource, were attached by LaborSource to the Proof of Claim.

2. The Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

3. On November 27, 2006,<sup>1</sup> LaborSource filed LaborSource 2000, Inc.'s Response To Debtors' Third Omnibus Objection To Its Claim No. 2707 (Docket No. 5981) (the "Response"). In the Response, LaborSource asserts that the Claim constitutes (1) lost profits of \$1,773,000 due to "unexpected down time" of the Project including the time period subsequent to GM's termination of the Project, (2) "increased" workers compensation premiums of \$320,000, (3) employee medical bills of \$65,000 resulting from the apparent cancellation by LaborSource of medical insurance for its own employees, and (4) interest and expenses of \$160,000 from unspecified "bridge loans LaborSource sought to maintain."

#### Disputed Issues

4. The Debtors are not liable to LaborSource for either alleged lost profits or alleged costs associated with the services provided to the Debtors. DAS LLC solicited bids for labor services for the Project, requesting that bidders submit bids by September 17, 2002. See Bid Request, attached to the Proof of Claim as Exhibit A. LaborSource submitted a bid, which DAS LLC ultimately accepted. DAS LLC and LaborSource then entered into the Purchase Order, setting forth the terms upon which DAS LLC would purchase services from LaborSource for the Project. See Purchase Order, attached to the Proof of Claim as Exhibit B.

5. Pursuant to the Purchase Order, DAS LLC agreed to purchase from LaborSource only those labor services DAS LLC required for the Project. The Purchase Order provided fixed and agreed pricing for the labor services. LaborSource has not asserted that the Debtors failed to pay for the services actually utilized at the agreed rates provided in the Purchase Order. DAS LLC did not commit to purchase a certain volume of services, did not

---

<sup>1</sup> The deadline to file a response to the Third Omnibus Claims Objection was November 24, 2006 at 4:00 p.m. (Prevailing Eastern Time). See Third Omnibus Claims Objection, ¶ 46.

promise a certain number of labor hours, and did not agree to be liable for any costs incurred by LaborSource in providing services to the Debtors. Indeed, the Bid Request states that the Debtors "will not incur any costs for employees in excess of the specified template. The template will change based on volumes, the manufacturing process, product changes, etc." Bid Request, § 2.1. Further, DAS LLC did not guarantee LaborSource any level of profitability.

6. During the life of the Project, DAS LLC performed pursuant to the Purchase Order by purchasing its labor requirements from LaborSource. When GM terminated the Project, DAS LLC no longer required services from LaborSource. Because DAS LLC was not obligated to purchase services other than those required for the Project, the Debtors are not liable to LaborSource for any alleged "down time," including the time period subsequent to GM's termination of the Project, nor for any alleged costs incurred by LaborSource. Further, pursuant to Delphi's General Terms and Conditions (the "Terms and Conditions"), which were incorporated into the Purchase Order, DAS LLC had the right to terminate the Purchase Order for convenience. The Terms and Conditions are attached as Exhibit A hereto. Thus, even if DAS LLC was obligated to purchase a certain level of labor services, the Debtors are not liable for lost profits nor costs relating to time periods after the Project was terminated.

7. Even if LaborSource had a unilateral expectancy of a volume of labor above that which the Debtors actually required, there is no legal basis upon which the Debtors are liable to LaborSource for any loss of such expectancy. The Debtors simply made no promises with regard to the volume of services they would require from LaborSource. Rather, contrary to LaborSource's assertions that it was unaware that DAS LLC's labor needs may vary over time, the Bid Request expressly stated that DAS LLC's needs would change based upon "volumes, the manufacturing process, product changes, etc." which is exactly what LaborSource

acknowledges later occurred. Therefore, if actual volumes were less than LaborSource anticipated, LaborSource, not the Debtors, must bear any alleged losses resulting therefrom.

8. Accordingly, because DAS LLC fully performed its obligations under the Purchase Order by purchasing its required labor for the Project from LaborSource, the Debtors are not liable for any alleged losses incurred by LaborSource in connection with the supply of labor to DAS LLC and the Claim should be disallowed and expunged.

9. Finally, pursuant to the Amended Eighth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered on October 26, 2006 (Docket No. 5418) and the Third Omnibus Claims Objection, responses to the Third Omnibus Claims Objection were due by November 22, 2007. The Response was filed after the deadline, and thus was not timely. LaborSource's failure to file a timely response to the Third Omnibus Claims Objection lends further support for the disallowance and expungement of the Claim.

#### Reservation of Rights

10. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim

and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order disallowing and expunging the Claim and granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Revised June 24, 1999

## DELPHI AUTOMOTIVE SYSTEMS

### GENERAL TERMS AND CONDITIONS

***Delphi Automotive Systems seeks to exceed its customers' expectations. Delphi's suppliers are integral to achieving this objective, and Delphi hopes that its suppliers will recognize Delphi as their preferred customer. Delphi will establish high performance expectations for itself and its suppliers, measure performance and reward superior performance.***

#### 1. ACCEPTANCE

Seller acknowledges and agrees that these General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). Seller acknowledges and agrees that it has read and understands these General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including these General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

#### 2. SHIPPING AND BILLING

2.1 Shipping. Seller will (a) properly pack, mark and, ship goods as instructed by Buyer or any carriers and in accordance with any applicable laws or regulations, (b) route shipments as Buyer instructs, (c) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in this Contract, (d) provide packing slips with each shipment that identify Buyer's contract and/or release number and the date of the shipment, and (e) promptly forward the original bill of lading or other shipping receipt with respect to each shipment as Buyer instructs. Seller will include on bills of lading or other shipping receipts the correct classification identification of the goods shipped as Buyer or the carrier requires. The marks on each package and identification of the goods on packing slips, bills of lading and invoices must enable Buyer to easily identify the goods.

2.2 Billing. Seller will (a) accept payment based upon Buyer's Evaluated Receipt Record/Self-Billed Invoice unless Buyer requests that Seller issue and deliver an invoice and (b) accept payment by electronic funds transfer. If the payment due date is not otherwise specified in this Contract, the payment due date will be the due date established by the Multilateral Netting System (MNS-2) used by Buyer, which provides, on average, that payment will be due on the second day of the second month following the date Buyer receives the goods or services. Buyer may withhold payment for any goods or services until Buyer receives evidence, in such form and detail as Buyer requires, of the absence of any liens, encumbrances and claims on such goods or services.

2.3 Delivery Schedules. Deliveries will be made in the quantities, on the dates, and at the times specified by Buyer in this Contract or any subsequent releases or instructions Buyer issues under this Contract. Time is of

Revised June 24, 1999

the essence with respect to all delivery schedules Buyer establishes. Buyer will not be required to pay for any goods that exceed the quantities specified in Buyer's delivery schedules or to accept goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Seller bears the risk of loss of all goods delivered in advance of the delivery date specified in Buyer's delivery schedules. If Buyer determines that the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other modification of this Contract.

**2.4 Premium Shipments.** If Seller fails to have goods ready for shipment in time to meet Buyer's delivery schedules using the method of transportation originally specified by Buyer and, as a result, Buyer requires Seller to ship the goods using a premium (more expeditious) method of transportation, Seller will ship the goods as expeditiously as possible. Seller will pay, and be responsible for, the entire cost of such premium shipment, unless Buyer's actions caused Seller to fail to meet Buyer's delivery schedules, in which case Buyer will pay any costs for premium shipment.

### **3. SPECIFICATION, DESIGN AND SCOPE CHANGES**

Buyer may at any time require Seller to implement changes to the specifications or design of the goods or to the scope of any services or work covered by this Contract, including work related to inspection, testing or quality control. While Buyer will endeavor to discuss any such changes with Seller as early as practical, Seller will promptly implement such changes. Buyer will equitably determine any adjustment in price or delivery schedules resulting from such changes, including Buyer's payment of reasonable costs of modifications to Seller's Equipment and Facilities (as defined in Article 16) necessary to implement such changes. In order to assist in the determination of any equitable adjustment in price or delivery schedules, Seller will, as requested, provide information to Buyer, including documentation of changes in Seller's cost of production and the time to implement such changes. In the event of any disagreement arising out of such changes, Buyer and Seller will work to resolve the disagreement in good faith, provided, however, that Seller will continue performing under this Contract, including prompt implementation of changes required by Buyer, while Buyer and Seller resolve any disagreement arising out of such changes.

### **4. QUALITY AND INSPECTION**

Seller will participate in Buyer's supplier quality and development program(s) and comply with all quality requirements and procedures Buyer specifies from time to time. Seller will permit Buyer and its representatives and consultants to (i) inspect Seller's books and records in order to monitor Seller's compliance with this Contract and Seller's financial condition and (ii) enter Seller's facilities at reasonable times to inspect such facilities and any goods, materials and property that relate to this Contract. No such inspection by Buyer will constitute acceptance by Buyer of any work-in-process or finished goods.

### **5. NON-CONFORMING GOODS**

Buyer is not required to perform incoming inspections of any goods, and Seller waives any right to require Buyer to conduct any such inspections. Seller will not substitute any goods for the goods covered by this Contract unless Buyer consents in writing. If Buyer rejects any goods as non-conforming, Buyer may, at its option, (a) reduce the quantities of goods ordered under this Contract by the quantity of non-conforming goods, (b) require Seller to replace the non-conforming goods, and/or (c) exercise any other applicable rights or remedies. If Seller fails to inform Buyer in writing of the manner in which Seller desires that Buyer dispose of non-conforming goods within forty-eight (48) hours of notice of Buyer's rejection of non-conforming goods (or such shorter period as is reasonable under the circumstances), Buyer will be entitled to dispose of the non-conforming goods without liability to Seller, provided, however, that in any event Buyer may elect to

Revised June 24, 1999

arrange for the shipment of any non-conforming goods back to Seller at Seller's expense. Seller will bear all risk of loss with respect to all non-conforming goods and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose any non-conforming goods. Buyer's payment for any non-conforming goods will not constitute acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Seller of responsibility for the non-conforming goods.

## 6. FORCE MAJEURE

If Seller is unable to produce, sell or deliver any goods or services covered by this Contract, or Buyer is unable to accept delivery, buy or use any goods or services covered by this Contract, as a result of an event or occurrence beyond the reasonable control of the affected party and without such party's fault or negligence, then any delay or failure to perform under this Contract that results from such event or occurrence will be excused for so long as such event or occurrence continues, provided, however, that the affected party gives written notice of such delay (including the anticipated duration of the delay) to the other party as soon as possible after the event or occurrence (but in no event more than three (3) days thereafter). Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, floods, windstorms, severe weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), equipment breakdowns and power failures. During any delay or failure to perform by Seller, Buyer may (i) purchase substitute goods from other available sources, in which case the quantities under this Contract will be reduced by the quantities of such substitute goods and Seller will reimburse Buyer for any additional costs to Buyer of obtaining the substitute goods compared to the prices set forth in this Contract and/or (ii) have Seller provide substitute goods from other available sources in quantities and at times Buyer requests and at the prices set forth in this Contract. If Seller fails to provide adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts more than thirty (30) days, Buyer may terminate this Contract without liability. Before any of Seller's labor contracts expire and as soon as Seller anticipates or learns of any impending strike, labor dispute, work stoppage or other disruption at Seller's facilities that might affect the delivery of goods to Buyer, Seller will produce (and locate in an area that will not be affected by any such disruption) a finished inventory of goods in quantities sufficient to ensure the supply of goods to Buyer for at least thirty (30) days after such disruption commences.

## 7. WARRANTY

7.1 General. Seller warrants and guarantees to Buyer, its successors, assigns and customers that the goods and services covered by this Contract will (a) conform to all applicable specifications, drawings, samples, descriptions, brochures and manuals furnished by Seller or Buyer, (b) will be merchantable, (c) of good material and workmanship, (d) free from defect, and (e) are fit and sufficient for the particular purposes intended by Buyer and any customer of Buyer. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

7.2 Date and Time Processing. Seller warrants and guarantees to Buyer and its customers that any products (including computer hardware, software, firmware, machinery and equipment) covered by this Contract must at all times accurately process, handle, calculate, compare and sequence date and time data from, into, within and between the 20<sup>th</sup> and 21<sup>st</sup> centuries, including leap year calculations.

7.3 Warranty Period. The period for each of the foregoing warranties will be that provided by applicable law, except that if Buyer ever provides a longer warranty to its customers, such longer warranty period will apply to the goods covered by this Contract.

Revised June 24, 1999

## 8. INGREDIENTS AND HAZARDOUS MATERIALS

If Buyer requests, Seller will promptly furnish to Buyer, in such form and detail as Buyer directs: (a) a list of all ingredients in the goods, (b) the amount of all ingredients, and (c) information concerning any changes in or additions to the ingredients. Prior to, and together with, the shipment of the goods, Seller will furnish to Buyer and all carriers sufficient written warning and notice (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing.

## 9. INSOLVENCY OF SELLER

Buyer may immediately terminate this Contract without liability to Seller in any of the following or any similar events: (a) insolvency or financial difficulties of Seller, (b) filing of a voluntary petition in bankruptcy by Seller, (c) filing of any involuntary petition in bankruptcy against Seller, (d) appointment of a receiver or trustee for Seller, (e) execution of an assignment for the benefit of creditors by Seller, or (f) any accommodation by Buyer, financial or otherwise, not contemplated by this Contract, that are necessary for Seller to meet its obligations under this Contract. Seller will reimburse Buyer for all costs Buyer incurs in connection with any of the foregoing whether or not this Contract is terminated, including, but not limited to, all attorney or other professional fees.

## 10. TERMINATION FOR BREACH

Buyer may terminate all or any part of this Contract, without liability to Seller at any time after execution if Seller (a) repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties, (b) fails to perform or threatens not to perform services or deliver goods in accordance with this Contract; or (c) fails to assure timely and proper completion of services or delivery of goods.

## 11. TERMINATION FOR CONVENIENCE

In addition to any other rights of Buyer to terminate this Contract, Buyer may immediately terminate all or any part of this Contract, at any time and for any reason, by notifying Seller in writing. Upon such termination, Buyer may, at its option, purchase from Seller any or all raw materials, work-in-process and finished goods inventory related to the goods under this Contract which are useable and in a merchantable condition. The purchase price for such finished goods, raw materials and work-in-process, and Seller's sole and exclusive recovery from Buyer (without regard to the legal theory which is the basis for any claim by Seller) on account of such termination, will be (a) the contract price for all goods or services that have been completed in accordance with this Contract as of termination date and delivered and accepted by Buyer and not previously paid for, plus (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract less (c) the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent. In no event will Buyer be required to pay for finished goods, work-in-process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Article will not exceed the aggregate price for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Within sixty (60) days after the effective date of termination, Seller will submit a comprehensive

Revised June 24, 1999

termination claim to Buyer, with sufficient supporting data to permit an audit by Buyer, and will thereafter promptly furnish any supplemental and supporting information Buyer requests.

## 12. TECHNICAL INFORMATION

12.1 Exchange of Information. Buyer and Seller will cooperate to create, maintain, update, and share technical information about the goods, products, machinery, materials, formulations and their manufacture, use, application and control in compliance with Buyer's drafting and math data standards. Such technical information will not be subject to any use or disclosure restrictions. Accordingly, Seller agrees not to assert any claims against Buyer, its customers or their respective suppliers with respect to any technical information that Seller discloses in connection with this Contract.

12.2 Waiver of Claims. Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer, Buyer's customers or their respective suppliers with respect to any technical information that Seller shall have disclosed or may hereafter disclose in connection with the goods or services covered by this Contract.

12.3 Repair and Rebuild. Seller authorizes Buyer, its affiliates, agents and subcontractors, and Buyer's customers and their subcontractors to repair, reconstruct or rebuild the goods and products delivered under this Contract without payment of any royalty or other compensation to Seller.

12.4 Computer Programs and Written Works. All works of authorship, including without limitation, software, computer programs, and databases (including object code, micro code, source code and data structures), and all enhancements, modifications and updates thereof and all other written work products or materials, which are created in the course of performing this Contract (separately or as part of any goods and components) are "works made for hire" and the sole property of Buyer. To the extent that such works of authorship do not qualify under applicable law as works made for hire, Seller agrees to assign and assigns to Buyer all right, title and interest in any intellectual property rights in such works of authorship.

## 13. INDEMNIFICATION

13.1 Infringement. Seller will defend, hold harmless and indemnify Buyer and its customers, and their respective successors and assigns, against any claims of infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and resulting damages and expenses (including, without limitation, attorney and other professional fees and disbursements) relating to the goods or services covered by this Contract, including any claims in circumstances where Seller has provided only part of the goods or services. Seller waives any claim against Buyer that any such infringement arose out of compliance with Buyer's specifications.

13.2 Activities on Buyer's Premises. Seller will defend, hold harmless, and indemnify Buyer from and against any liability, claims, demands, damages, costs or expenses (including, without limitation, reasonable attorney and other professional fees and disbursements) arising from or in connection with the performance of any service or work by Seller or its employees, agents, representatives and subcontractors on Buyer's or Buyer's customer's premises or the use of the property of Buyer or any customer of Buyer, except to the extent such liability arises out of the negligence or willful misconduct of Buyer or Buyer's customer.

13.3 Product Liability. Seller will defend, hold harmless, and indemnify Buyer from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any third party claims or demands to recover for personal injury or death, property damage or economic loss caused by any of the goods or services supplied by Seller (regardless of whether

Revised June 24, 1999

such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories), except to the extent such injury, damage or loss results from Buyer's specifications as to design or materials or from alteration or improper repair, maintenance or installation by any party other than Seller.

#### **14. COMPLIANCE WITH LAWS**

Seller, and any goods or services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Neither Seller nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labor in the supply of goods or services under this Contract. Upon Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will defend, hold harmless and indemnify Buyer from and against any liability, claims, demands, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Seller's noncompliance with this Article.

#### **15. INSURANCE**

Seller will maintain insurance coverage as required by applicable law or as reasonably requested by Buyer with carriers reasonably acceptable to Buyer. With respect to any such insurance coverage, Seller will furnish to Buyer either a certificate evidencing satisfaction of the above-mentioned insurance requirements under this Contract or certified copies of all insurance policies within ten (10) days after Buyer requests. The certificate must provide that Buyer will receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The furnishing of certificates of insurance and purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under this Contract.

#### **16. SELLER'S EQUIPMENT**

Seller, at its expense, will furnish, keep in good condition, and replace when necessary all of its machinery and equipment, including related tooling, jigs, dies, gauges, fixtures, molds, patterns, fixtures and other accessories, required for the production of the products covered by this Contract ("Seller's Equipment"). Seller will insure Seller's Equipment with fire and extended coverage insurance for its full replacement value. Seller grants Buyer an irrevocable option to take possession of, and title to, all or part of Seller's Equipment that is specially designed or outfitted for the production of the goods covered by this Contract upon payment to Seller of the net book value of such Seller's Equipment less any amounts that Buyer has previously paid to Seller for the cost of such Seller's Equipment. This option will not apply to the extent that Seller's Equipment is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others. Buyer's right to exercise this option is not conditioned on Seller's breach or Buyer's termination of this Contract or upon payment of any other amounts due under this Contract.

#### **17. BUYER'S PROPERTY**

17.1 Bailment of Property. All supplies, materials, tooling, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items Buyer furnishes, either directly or indirectly, to Seller, or for which Buyer gives consideration to Seller in whole or in part ("Buyer's Property"), will be and remain the property of Buyer and be held by Seller on a bailment basis. To the extent that this Contract provides that Buyer will reimburse Seller for any specific items of Buyer's Property (such as tooling), Seller will purchase and pay for such Buyer's Property as agent of Buyer. To the extent that this Contract provides that Seller will obtain any specific items of Buyer's Property (such as tooling) without separate or additional payment or reimbursement by Seller,

Revised June 24, 1999

Seller acknowledges and agrees that Buyer's issuance of this Contract is good and sufficient consideration for such Buyer's Property and that title to such Buyer's Property shall vest immediately in Buyer and be held by Seller pursuant to this Article. Seller shall assign to Buyer any contract rights or claims in which Seller has an interest with respect to Buyer's Property. Seller shall also execute (i) any bills of sale or other documents of conveyance Buyer requests to evidence the transfer to Buyer of title to any Buyer's Property, related contract rights and claims and (ii) any financing statements or other documents Buyer requests to evidence Buyer's ownership of Buyer's Property. Title to all replacement parts, additions, improvements and accessories purchased by Seller will vest in Buyer immediately upon attachment to or incorporation into Buyer's Property. Seller will not sell, lend, rent, encumber, pledge, lease, transfer or otherwise dispose of Buyer's Property. Furthermore, Seller will not assert, or permit any person claiming an interest through Seller to assert any claims of ownership to or any other interest in Buyer's Property. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on or in any of Buyer's Property for work performed on such property or otherwise. Goods manufactured based on Buyer's drawings and/or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written authorization.

**17.2 Seller's Duties with Respect to Buyer's Property.** While Buyer's Property is in Seller's possession and until Seller delivers Buyer's Property back to Buyer, Seller bears the risk of loss and damage to Buyer's Property. Seller will be responsible for the cost of repairing or replacing Buyer's Property if it is damaged or destroyed regardless of cause or fault. Seller will at all times: (a) regularly inspect, maintain in good condition, and repair Buyer's Property at Seller's own expense, (b) use Buyer's Property only for the performance of this Contract, (c) deem Buyer's Property to be personal property, (d) conspicuously mark Buyer's Property as the property of Buyer and maintain such markings, (e) not commingle Buyer's Property with the property of Seller or with that of a third person, (f) not move Buyer's Property from Seller's premises without Buyer's written approval, and (g) use Buyer's Property in compliance with Buyer's or the manufacturer's instructions and in compliance with all federal, state and local laws, ordinances and regulations. Buyer will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto.

**17.3 Return of Buyer's Property.** Seller agrees that Buyer has the right, at any time and from time to time, with or without reason and without payment of any kind, to retake possession of or request the return of Buyer's Property. Without further notice or court hearings, which rights, if any, are hereby waived, Buyer or its designee(s) will have the right to enter Seller's premises and take possession of any and all of Buyer's Property. Upon Buyer's request and in accordance with Buyer's instructions, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller, either (i) Ex Works (Incoterms 1990) at Seller's plant properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such Buyer's Property or (ii) to any location Buyer designates, in which event Buyer will pay Seller the reasonable costs of delivering Buyer's Property to the location Buyer designates. If Seller does not release and deliver any Buyer's Property in accordance with this Article, Buyer may obtain an immediate writ of possession without notice and without the posting of any bond and/or enter Seller's premises, with or without legal process, and take immediate possession of Buyer's Property.

**17.4 Disclaimer of Warranties.** Seller acknowledges and agrees that (i) Buyer is not the manufacturer of Buyer's Property nor the manufacturer's agent nor a dealer therein, (ii) Buyer is bailing Buyer's Property to Seller for Seller's benefit, (iii) Seller is satisfied that Buyer's Property is suitable and fit for its purposes, and (iv) **BUYER HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF BUYER'S PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.** Buyer will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Buyer's Property, including, without limitation, the use or maintenance thereof, or the repair, service or adjustment thereof, or by any interruption of service or for any

Revised June 24, 1999

loss of business whatsoever or howsoever caused, including, without limitation, any loss of anticipatory damages, profits or any other indirect, special or consequential damages.

**17.5 Development, Engineering And Consulting Services.** Engineering, consulting or development services ("Development Services") funded under this Contract that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property ("IP") shall be the sole property of Buyer. Seller agrees to assign all right, title and interest in and to IP that results from Development Services ("Developed IP") to Buyer. Seller shall notify Buyer of the existence of Developed IP and assist Buyer in every reasonable way to perfect its right, title and interest in Developed IP, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

## **18. SERVICE AND REPLACEMENT PARTS**

During the term of this Contract, Seller will sell to Buyer goods necessary to fulfill Buyer's service and replacement parts requirements to Buyer's customers at the then current production price(s) under this Contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. If this Contract is in effect at the end of the vehicle production program into which the goods covered by the Contract are incorporated, Seller will also sell goods to Buyer to fulfill Buyer's and its customers' service and replacement parts requirements during the fifteen (15) year period following the end of such vehicle production program (the "Post-Production Period"), and this Contract will automatically remain in effect during the entire Post-Production Period. During the first three (3) years of the Post-Production Period, the price(s) for such goods will be the production price(s) which were in effect at the commencement of the Post-Production Period. For the remainder of the Post-Production Period, the price(s) for such service goods will be as reasonably agreed to by the parties. If requested by Buyer, Seller will also make service literature and other materials available at no additional charge to support Buyer's service activities.

## **19. REMEDIES**

The rights and remedies reserved to Buyer in this Contract are cumulative with, and in addition to, all other or further remedies provided in law or equity.

## **20. CUSTOMS AND EXPORT CONTROLS**

Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees, belong to Buyer. Seller will provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive these benefits or credits, and to fulfill any customs related obligations, origin marking or labeling requirements and local content origin requirements. Seller will obtain all export licenses or authorizations necessary for the export of the goods unless otherwise indicated in this Contract, in which event Seller will provide all information as may be necessary to enable Buyer to obtain such licensees or authorization(s). Seller will make all arrangements that are necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

## **21. SETOFF AND RECOVERY**

Revised June 24, 1999

With respect to any monetary obligations of Seller or Seller's affiliates to Buyer or Buyer's affiliates, Buyer may (i) setoff such obligations against any sums owing to Seller or Seller's affiliates and/or (ii) recoup such obligations from any amounts paid to Seller or Seller's affiliates by Buyer or Buyer's affiliates.

## **22. NO ADVERTISING**

Seller will not, in any manner, advertise or publish that Seller has contracted to furnish Buyer the goods or services covered by this Contract or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials unless Buyer consents in writing.

## **23. NO IMPLIED WAIVER**

The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this Contract.

## **24. ASSIGNMENT**

Buyer may assign its rights and obligations under this Contract without Seller's prior written consent. Seller may not assign or delegate its rights or obligations under this Contract without Buyer's prior written consent.

## **25. RELATIONSHIP OF PARTIES**

Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

## **26. GOVERNING LAW AND JURISDICTION**

This Contract is to be construed according to the laws of the country (and state or province, if applicable) from which this Contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this Contract is issued.

## **27. SEVERABILITY**

If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract will remain in full force and effect.

## **28. RIGHT TO AUDIT AND INSPECT**

Revised June 24, 1999

Buyer, at its expense, has the right to audit and review all relevant books, records, payroll data, receipts and other documents, including Seller's administrative and accounting policies, guidelines, practices and procedures, in order to substantiate any charges and other matters under this Contract. Seller will maintain and preserve all such documents for a period of four (4) years following final payment under this Contract. In addition, Buyer has the right to inspect all inventories, work-in-process, materials, machinery, equipment, tooling, fixtures, gauges, and other items related to Seller's performance of this Contract. Seller will provide Buyer with reasonable access to its facilities and otherwise cooperate and facilitate any such audits or inspections by Buyer.

## **29. ENTIRE AGREEMENT**

This Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract amendment issued by Buyer. Notwithstanding anything to the contrary contained herein, Buyer explicitly reserves, and this Contract will not constitute a waiver or release of, any rights and claims against Seller arising out of, or relating to, any fraud or duress in connection with the formation of this Contract or any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar goods or subject matter as this Contract). All payments by Buyer to Seller under this Contract are without prejudice to Buyer's claims, rights, or remedies.

# **EXHIBIT P**

**Hearing Date: February 14, 2007**  
**Hearing Time: 10:00 a.m. (Prevailing Eastern Time)**

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

**DEBTORS' STATEMENT OF DISPUTED ISSUES WITH RESPECT TO  
PROOF OF CLAIM NUMBER 8324 (ERICKA S. PARKER, CHAPTER 7 TRUSTEE)**

**("STATEMENT OF DISPUTED ISSUES – ERICKA PARKER, CHAPTER 7 TRUSTEE")**

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Statement Of Disputed Issues (the "Statement Of Disputed Issues") With Respect To Proof Of Claim Number 8324 (the "Proof Of Claim") filed by Ericka Parker ("Parker"), Chapter 7 Trustee for Flex-Tech Professional (n/k/a Toledo Professional Temps, Inc.) ("Flex-Tech") and respectfully represent as follows:

Background

1. Parker filed the Proof Of Claim on or about June 21, 2006. The Proof Of Claim asserts an unsecured nonpriority claim in an undetermined amount. Specifically, Parker asserts her claim stems from a confidential settlement agreement<sup>1</sup> (the "Settlement Agreement") between Delphi Automotive Systems LLC ("DAS LLC"), Flex-Tech, and Initial Transfer FT, Ltd. ("Initial Transfer").

2. In 1995, DAS LLC contracted with Flex-Tech to manage its purchasing function for indirect commodities (the "Commodity Management Agreement"). Some time thereafter, Flex-Tech failed to pay DAS LLC's suppliers and a number of lawsuits were initiated against Flex-Tech and DAS LLC. In August of 2000, DAS LLC initiated litigation in the United States District Court for the Northern District of Ohio and sought a declaratory judgment with respect to Commodity Management Agreement.

3. On or about February 19, 2003, Flex-Tech and DAS LLC entered into the Settlement Agreement to resolve the pending litigation. The Settlement Agreement divided supplier claims into two categories — those that filed lawsuits and those that had not filed

---

<sup>1</sup> A copy of the Settlement Agreement is not attached to the Debtors' Statement of Disputed Issues because the Settlement Agreement contains a confidentiality provision. A copy will be provided to Parker upon her request.

lawsuits. The Settlement Agreement provided that DAS LLC would resolve some supplier claims against Flex-Tech at DAS LLC's own expense. Additionally, the Settlement Agreement provided that DAS LLC would deposit a total of \$100,000 into an escrow account in the name of Initial Transfer (\$30,000 into Escrow A and \$70,000 into Escrow B). The Settlement Agreement called for the funds remaining in Escrow B as of a date certain to be split equally between DAS LLC and Initial Transfer.

4. In July 2003, Flex-Tech filed a petition for Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court of the Northern District of Ohio (the "Ohio Court"). On April 8, 2004, DAS LLC commenced an adversary proceeding in the Ohio Court (the "Adversary Proceeding") against Parker seeking a declaratory judgment as to the rights and duties of the parties under the Settlement Agreement. Initial Transfer assigned its rights under the Settlement Agreement to Parker.

5. In the Adversary Proceeding, DAS LLC asserted that it was excused from performing its remaining obligations under the Settlement Agreement due to certain material breaches by Flex-Tech thereunder. Specifically, DAS LLC argued that Flex-Tech had materially breached the Settlement Agreement by failing to resolve all supplier claims and by rejecting the Settlement Agreement.

6. The Ohio Court granted DAS LLC's motion for summary judgment filed in the Adversary Proceeding in part, holding that DAS LLC was excused from making payments under the Settlement Agreement to certain suppliers who had filed lawsuits against Flex-Tech and found that Flex-Tech was not entitled to funds paid by DAS LLC to Comptrol Incorporated, a supplier with a prepetition judgment against Flex-Tech. DAS LLC's motion for summary judgment as to its obligation to fund Escrow A and Escrow B was denied.

7. The Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

8. Parker filed her Response of Ericka S. Parker, Chapter 7 Trustee to Debtors' Third Omnibus Objection (Substantive) to Claims and Request to be Excused from Attending First Hearing as to Same (Docket No. 5644) (the "Response") on November 21, 2006.

Disputed Issues

A. DAS LLC's Obligations To Parker Do Not Exceed \$65,000

9. The Memorandum And Order Regarding Motion For Summary Judgment entered on September 27, 2006 by the Ohio Court in the Adversary Proceeding clearly provides that DAS LLC's obligations under the Settlement Agreement will not exceed \$65,000.

10. Therefore, DAS LLC asserts that it owes Parker \$65,000 at most and disputes any additional amounts asserted by Parker.

B. Delphi Has No Obligations Under The Settlement Agreement.

11. The Claim is asserted by Parker against Delphi. The Debtors dispute that Delphi owes any obligation to Parker. As noted above, the basis for the Claim is a Settlement Agreement between Flex-Tech and DAS LLC. Delphi and DAS LLC are separate and distinct legal entities. Neither the Proof Of Claim nor the Response assert any basis upon which Delphi would be liable for DAS LLC's obligations, if any, under the Settlement Agreement. Similarly, the Settlement Agreement provides no basis for claims to be asserted against Delphi. The

Settlement Agreement clearly and unambiguously identifies DAS LLC as the party to the Settlement Agreement. See, e.g., Settlement Agreement at pp. 1 and 5. Delphi is not, and has never been, a party to the Settlement Agreement.

12. Furthermore, pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof (Docket No. 3206) (the "Bar Date Order"), claimants, including Parker, were required to file proofs of claim against the appropriate Debtor entity. Specifically, paragraph 3(f) of the Bar Date Order provides:

Proofs of Claim must clearly indicate the name of the applicable Debtor against which the Claim is asserted and the applicable reorganization case number for such Debtor, and if a Claim is asserted against more than one of the Debtors, a separate Proof of Claim must be filed in each such Debtor's reorganization case.

13. Furthermore, the Notice Of Bar Date For Filing Proofs Of Claim (the "Bar Date Notice") which was approved by the Court pursuant to Bar Date Order also specifically stated that "each holder of a claim must identify on its proof of claim the specific Debtor against which its claim is asserted and the case number of that Debtor's reorganization case." See Bar Date Notice at p. 2. Exhibit A to the Bar Date Notice specifically identified DAS LLC as a Debtor and identified its case number. See Exhibit A to Bar Date Notice at p. 4.

14. Nonetheless, Parker filed her Proof Of Claim only against Delphi, and did not file any proofs of claim against DAS LLC. The July 31, 2006 bar date passed over four and one-half months ago. As the Proof Of Claim was asserted against Delphi and Delphi clearly has no obligations under the Settlement Agreement, including, but not limited to, the payment of any royalties owing thereunder, the Claim is invalid and should be disallowed in its entirety.

Reservation Of Rights

15. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order (a) disallowing and expunging the Claim and granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

# **EXHIBIT Q**

Hearing Date: February 14, 2007  
Hearing Time: 10:00 a.m. (Prevailing Eastern Time)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)

- and -

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
Four Times Square  
New York, New York 10036  
(212) 735-3000  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

Delphi Legal Information Hotline:  
Toll Free: (800) 718-5305  
International: (248) 813-2698

Delphi Legal Information Website:  
<http://www.delphidocket.com>

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

**DEBTORS' STATEMENT OF DISPUTED ISSUES WITH RESPECT TO  
PROOF OF CLAIM NUMBER 11627 (COMPTROL INCORPORATED)**

("STATEMENT OF DISPUTED ISSUES – COMPTROL INCORPORATED")

Delphi Corporation ("Delphi") and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), hereby submit this Statement Of Disputed Issues (the "Statement Of Disputed Issues") With Respect To Proof Of Claim Number 11627 (the "Proof Of Claim") filed by Comptrol Incorporated ("Comptrol") and respectfully represent as follows:

Background

1. Comptrol filed the Proof Of Claim on or about July 27, 2006. The Proof Of Claim asserts an unsecured nonpriority claim in the amount of \$157,801.93<sup>1</sup> (the "Claim") for goods sold to Delphi Automotive Systems LLC ("DAS LLC") through its alleged agent Flex-Tech Professional (n/k/a Toledo Professional Temps, Inc.) ("Flex-Tech"). Specifically, Comptrol asserts that the Claim is comprised of \$107,719.65 from a 2001 state court judgment in favor of Comptrol against Flex-Tech for goods sold in 1999 by Comptrol (the "Judgment"), plus post judgment interest at a rate of 10% per annum through and including October 8, 2005 (the "Petition Date").

2. Comptrol asserts that DAS LLC is liable for the Judgment because, on February 21, 2003, DAS LLC and Flex-Tech entered a settlement agreement<sup>2</sup> ("Settlement

---

<sup>1</sup> In its Response (defined below) Comptrol asserts that the allowable amount of its Claim upon liquidation would be either (a) \$143,826.26 based on DAS LLC's alleged liability for goods sold to DAS LLC through Flex-Tech; (b) \$157,801.93 allegedly based on cost of goods sold and post judgment interest; or (c) \$107,719.65 based on liability DAS LLC allegedly acknowledged it was owed to Comptrol in the Delphi Automotive Systems, LLC's Amended Complaint For Interpleader and Declaratory Judgment in the Northern District of Ohio Bankruptcy Court (Case No. 05-44481; Docket No. 59) ("Amended Complaint For Interpleader and Declaratory Judgment").

<sup>2</sup> A copy of the Settlement Agreement is not attached to the Debtors' Statement of Disputed Issues because the Settlement Agreement contains a confidentiality provision, however, a copy will be provided to Comptrol upon request.

Agreement") resolving the case pending between them in United States District Court for the Northern District of Ohio. Pursuant to the Settlement Agreement, DAS LLC agreed to resolve, at its own expense, the lawsuit brought against Flex-Tech by Comptrol. On or about July 16, 2003, Flex-Tech sought chapter 7 relief in the United States Bankruptcy Court for the Northern District of Ohio (the "Ohio Court") and the Settlement Agreement was subsequently deemed rejected under Section 365(d) of the Bankruptcy Code.

3. Prior to the Petition Date, DAS LLC and Comptrol orally agreed that a payment by DAS LLC in the sum of \$107,719.65 to Comptrol (the amount of the state court judgment against Flex-Tech) would result in full and final satisfaction of DAS LLC's obligations to Comptrol and that such payment would result in Comptrol releasing DAS LLC. Prior to making any payment to Comptrol, DAS LLC filed an Amended Complaint For Interpleader and Declaratory Judgment in Flex-Tech's bankruptcy case (the "Flex-Tech Case") pending in the Ohio Court. Among other matters, DAS LLC sought to pay through interpleader \$107,719.65 to Comptrol and extinguish any rights or claims by Flex-Tech to the payment to Comptrol. On September 27, 2006, the Ohio Court entered an order finding that Flex-Tech was not entitled to any funds due to Comptrol by DAS LLC (Flex-Tech Case Docket No. 102).

4. The Debtors objected to the Claim pursuant to the Debtors' (i) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (a) Claims With Insufficient Documentation, (b) Claims Unsubstantiated By Debtors' Books And Records, And (c) Claims Subject To Modification And (ii) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. § 502(c) (Docket No. 5452) (the "Third Omnibus Claims Objection"), which was filed on October 31, 2006.

5. Comptrol filed its Response Of Comptrol Incorporated To Debtors' (I) Third Omnibus Objection (Substantive) Pursuant To 11 U.S.C. Section 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Claims With Insufficient Documentation, (B) Claims Unsubstantiated By Debtors' Books and Records, And (C) Claims Subject to Modification And (II) Motion To Estimate Contingent And Unliquidated Claims Pursuant To 11 U.S.C. Section 502(c) (Docket No. 5918) (the "Response") on November 22, 2006.

#### Disputed Issues

6. Prior to the Petition Date, DAS LLC and Comptrol had an oral agreement that payment of \$107,719.65 by DAS LLC to Comptrol would constitute full and final satisfaction of all of DAS LLC's obligations to Comptrol and that upon such payment Comptrol would release DAS LLC from any additional claims.<sup>3</sup>

7. Therefore, DAS LLC asserts that it owes Comptrol \$107,719.65 and disputes any additional amounts asserted by Comptrol.

#### Reservation Of Rights

8. This Statement Of Disputed Issues is submitted by the Debtors pursuant to paragraph 9(d) of the Order Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 2002(m), 3007, 7016, 7026, 9006, 9007, And 9014 Establishing (i) Dates For Hearings Regarding Objections To Claims And (ii) Certain Notices And Procedures Governing Objections To Claims (Docket No. 6089) (the "Claims Objection Procedures Order"). Consistent with the provisions of the Claims Objection Procedures Order, the Debtors' submission of this Statement Of Disputed Issues is without prejudice to (a) the Debtors' right to later identify and assert additional

---

<sup>3</sup> In any event, the \$157,801.93 claim asserted by Comptrol is not appropriate because it is not consistent with the calculation of statutory interest on a judgment of an Ohio state court.

legal and factual bases for disallowance, expungement, reduction, or reclassification of the Claim and (b) the Debtors' right to later identify additional documentation supporting the disallowance, expungement, reduction, or reclassification of the Claim.

WHEREFORE the Debtors respectfully request that this Court enter an order reducing the Claim to \$107,719.65, and (c) granting the Debtors such other and further relief as is just.

Dated: New York, New York  
December 18, 2006

SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP

By: /s/ John Wm. Butler, Jr.  
John Wm. Butler, Jr. (JB 4711)  
John K. Lyons (JL 4951)  
Ron E. Meisler (RM 3026)  
333 West Wacker Drive, Suite 2100  
Chicago, Illinois 60606  
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti  
Kayalyn A. Marafioti (KM 9632)  
Thomas J. Matz (TM 5986)  
Four Times Square  
New York, New York 10036  
(212) 735-3000

Attorneys for Delphi Corporation, et al.,  
Debtors and Debtors-in-Possession

# **EXHIBIT R**

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Appaloosa Management L.P.	Ronald Goldstein	26 Main Street		Chatham	NJ	07928
Cerberus Capital Management, L.P.	Lenard Tessler	299 Park Avenue		New York	NY	10171
Cleary Gottlieb Steen & Hamilton LLP	Leslie N. Silverman	One Liberty Plaza		New York	NY	10006
Delphi Corporation	John D. Sheehan, David M. Sherbin	5725 Delphi Drive		Troy	MI	48098
General Motors Corporation	Michael Lukas	767 Fifth Avenue	14th Floor	New York	NY	10153
General Motors Corporation	Chris Johnson, Frederick Fromm	300 GM Renaissance Center		Detroit	MI	48265
Greenhill & Co.	Harvey R. Miller	300 Park Avenue		New York	NY	10022
Harbinger Del-Auto Investment Co. Ltd. c/o Harbinger Capital Partners	Philip A. Falcone	555 Madison Avenue	16th Floor	New York	NY	10022
Kaye Scholer LLP	Lynn Fisher, Benjamin Mintz	425 Park Avenue		New York	NY	10022-3598
Merrill Lynch & Co.	Robert Spork, Rick Morris	4 World Financial Center		New York	NY	10080
Milbank, Tweed, Hadley & McCoy	Gregory Bray, Thomas R. Keller	601 South Figueroa Street	30th Floor	Los Angeles	CA	90017-5735
Milbank, Tweed, Hadley & McCoy	Thomas C. Janson	One Chase Manhattan Plaza		New York	NY	10005-1413
Paul, Weiss, Rifkind, Wharton & Garrison LLP	Andrew N. Rosenberg	1285 Avenue of the Americas		New York	NY	10019
UBS Securities LLC	Osamu Wataube	299 Park Avenue		New York	NY	10171
Weil, Gotshal & Manges LLP	Martin J. Bienenstock, Jeffrey L. Tanenbaum, Michael P. Kessler	767 Fifth Avenue		New York	NY	10153
White & Case LLP	Thomas E. Lauria	Wachovia Financial Center	200 South Biscayne Blvd, Suite 4900	Miami	FL	33131-2352
White & Case LLP	Gregory Pryor	1155 Avenue of the Americas		New York	NY	10036-2787

# **EXHIBIT S**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	PARTY / FUNCTION
Cohen, Weiss & Simon LLP	Joseph J. Vitale/ Bruce Simon/ Babette Ceccotti	330 West 42nd Street		New York	NY	10036	212-356-0238	646-473-8238	Counsel for International Union, United Automobile, Areospace and Agriculture Implement Works of America (UAW)
IUE-CWA	James D Clark/ Peter Mitchell	501 Third St NW	Sixth Fl	Washington	DC	20001		202-434-1343	
									Attorneys for the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers-Communications Workers of America
Kennedy, Jennick & Murray, P.C.	Thomas Kennedy	113 University Place	7th Floor	New York	NY	10003			
United Auto Workers	Daniel Sherrick	8000 E Jefferson Ave		Detroit	MI	48214			

Objector	Contact	Counsel	Address 1	Address 2	City	State	Zip	Country
A. Shulman, Inc.	Carrie M. Caldwell	Vorys, Sater, Seymour and Pease LLP	2100 One Cleveland Center	1375 East Ninth Street	Cleveland	Ohio	44114	USA
Ad Hoc Committee of Prepetition Lenders DK Acquisition LP	Allan S. Brilliant Emanuel C. Grillo Brian W. Harvey	Goodwin Procter LLP	599 Lexington Avenue		New York	NY	10022	USA
Administrative Agent for the Prepetition Secured Lenders	Bruce D. Angiolillo Kenneth S. Ziman William T. Russell, Jr.	Simpson Thacher & Bartlett LLP	425 Lexington Avenue		New York	New York	10017	USA
AGFA-Gevaert N.V.	Jonathan R. Doolittle	Verrill Dana LLP	One Portland Square		Portland	ME	04112	USA
American Axle & Manufacturing, Inc.	Robert J. Diehl, Jr. Ralph E. McDowell	Bodman LLP	100 Renaissance Center	34th Floor	Detroit	Michigan	48243	USA
ARC Automotive	Alan D. Halperin Christopher J. Battaglia	Halperin Battaglia Raicht, LLP	555 Madison Avenue	9th Floor	New York	New York	10022	USA
Arneses Electronics Automotrices, S.A. de C.V. and Cordaflex, S.A. de C.V.	Deborah M. Buell	Cleary Gottlieb Steen & Hamilton LLP	One Liberty Plaza		New York	New York	10006	USA
Autocam Corporation	John T. Gregg, Esq.	Barnes & Thornburg LLP	300 Ottawa Avenue, NW	Suite 500	Grand Rapids	Michigan	49503	USA
Autoliv North America, Inc.	Anthony Nellis	Ryan Wolf	5350 Airport Road		Ogden	UT	84405	USA
Automodular Assemblies Inc.	Brian F. Moore	McCarter & English, LLP	245 Park Avenue		New York	NY	10167	USA
Benteler Automotive Corp.	Thomas P. Sarb	Miller Johnson	250 Monroe Avenue, N.W. Suite 800	P.O. Box 306	Grand Rapids	Michigan	49501-0306	USA
CAMI Automotive	Susan Nicholson, Esq	Susan Nicholson, Esq.	300 Ingersoll Street	P.O. Box 1005	Ingersoll	ON	N5C4A6	Canada
Dekko Stamping (aka Pent Technologies) / Dekko Technologies	Martin E. Seifert	Haller & Colvin, P.C.	444 East Main Street		Fort Wayne	IN	46802	USA
Essex Group	Michael R. Seidl	Pachulski Stang Ziehl Young Jones & Weintraub	919 North Market Street,	17th Floor	Wilmington	DE	19801	USA
Federal-Mogul Corporation	Jonathan Gordon	Sidley Austin Brown & Wood LLP	555 West Fifth Street		Los Angeles	CA	90013	USA
ForHealth Technologies, Inc.	John G. Loughnane	McCarter & English, LLP	225 Franklin Street		Boston	MA	02110	USA
Freescale Semiconductor, Inc.	Sandra A. Riemer Canadice Frost	Phillips Nizer LLP	666 Fifth Avenue		New York	NY	10103-0084	USA
Fujikura America, Inc.	Paul M. Baisier Robert W. Dremluk	Seyfarth Shaw LLP	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801	USA
Furukawa Electric North American ADP	Michael S. McElwee	Michael S. McElwee	333 Bridge Street, N.W.	Suite 1700	Grand Rapids	MI	49504	USA
General Electric Company/ Metaldyne Corporation/ PBR Columbia LLC / Yazaki North America, Inc.	David G. Dragich	Foley & Lardner, LLP	One Detroit Center	500 Woodward Avenue/ Suite 2700	Detroit	MI	48226	USA
General Motors Corporation	Martin J. Bienenstock Michael P. Kessler Jeffrey L. Tanenbaum	Weil, Gotshal & Manges LLP	767 Fifth Avenue		New York	New York	10153-0119	USA
Gibbs Die Casting Corporation	Michael K. McCrory Wendy D. Brewer	Barnes & Thornburg LLP	11 S. Meridian Street		Indianapolis	Indiana	46204	USA
GW Plastics, Inc.	J. Eric Charlton	Hiscock & Barclay	One Park Place	P.O. Box 4878	Syracuse	NY	13221	USA
Harco Industries, Inc.	Ronald S. Pretokin	Coolidge Wall	33 West First Street	Suite 600	Dayton	OH	45402	USA
Hewlett-Packard	Andrew H. Sherman	Sills Cummins Epstein & Gross	One Riverfront Plaza		Newark	NJ	07102	USA
Hitachi Automotive Products (USA), Inc.	Brian D. Spector, Esq.	Spector & Ehrenworth, P.C.	30 Columbia Turnpike		Florham Park	New Jersey	07932	USA
Honda Entities	Robert J. Sidman Robert A. Bell	Vorys, Sater, Seymour and Pease LLP	52 East Gay Street	P.O. Box 1008	Columbus	Ohio	43215	USA
Honda Entities	Cherie Macdonald J. Patrick Bradley	Greensfelder, Hemker & Gale, P.C.	12 Wolf Creek Drive	Suite 100	Swansea	Illinois	62226	USA
ISI of Indiana	Michael J. Hebenstreit	Whitman, Hebenstreit & Zubek LLP	Market Square Center-Suite 2000	151 North Delaware Street	Indianapolis	IN	46204	USA
Itapsa S.A. de C.V.	Robert J. Taylor	Kane Russell Coleman & Logan P.C.	3700 Thanksgiving Tower	1601 Elm Street	Dallas	TX	75201	USA
Kaiser Aluminum & Chemical Corporation	Timothy Mehok	Heller Ehrman LLP	7 Times Square		New York	NY	10036-6524	USA
Lorenston Manufacturing Company Southwest, Inc./Kokomo	Jeanette Eisan Hinshaw, Esq.	Bose McKinney & Evans LLP	135 North Pennsylvania Street	Suite 2700	Indianapolis	Indiana	46204	USA
Magna International Group	Max Newman	Schafer & Weiner, PLLC	40950 Woodward Avenue	Suite 100	Bloomfield Hills	MI	48304	USA
Magna International, Inc. and Certain of its Affiliates	Sanford P. Rosen Kenneth M. Lewis	Sanford P. Rosen & Associates, P.C.	747 Third Avenue		New York	New York	10017	USA

Objector	Contact	Counsel	Address 1	Address 2	City	State	Zip	Country
Means Industries, Inc.	Michael Yetnikoff	Schiff Hardin LLP	6600 Sears Tower		Chicago	IL	60606	USA
Mid-American Products	Mark H. Shapiro	Steinberg, Shapiro & Clark	24901 Northwest Highway	Suite 611	Southfield	MI	48075	
Multek Flexible Circuits, Inc. Sheldahl de Mexico S.A. de C.V., and Northfield Acquisition Co.	Steven J. Reisman	Curtis, Mallet-Prevost, Colt & Mosle LLP	101 Park Avenue		New York	NY	10178-0061	USA
Murata Electronics North America	Paul M. Baisier Robert W. Dremluk	Seyfarth Shaw LLP	1270 Avenue of the Americas	Suite 2500	New York	NY	10020-1801	USA
National Molding Corporation and Security Plastics Division/NMC, LLC	Kenneth A. Reynolds	Pryor & Mandelup, LLP	675 Old Country Road		Westbury	New York	11590	USA
Newman Aluminum Automotive, Inc. and Newman Aluminium Impact Extrusion, Inc.	John S. Mairo Brett S. Moore	Porzio, Bromberg & Newman, P.C.	156 West 56th Street		New York	New York	10019	USA
Norsk Hydro Canada, Inc.	Patricia A. Borenstein	Miles & Stockbridge P.C.	10 Light Street		Baltimore	MD	21202	USA
Omega Tool Corp., L&W Engineering Co., Southtec, LLC, DOTI Industries, Inc., ALPS Automotive, Inc., Pioneer Automotive Technologies, Inc. Lakeside Plastics Limited, Android Industries, Inc., Ai-Doraville, LLC, and Ai-Genesee, LLC	Sanford P. Rosen Kenneth M. Lewis	Sanford P. Rosen & Associates, P.C.	747 Third Avenue		New York	NY	10017-2803	USA
Pension Benefit Guaranty Corporation	Merrill B. Stone Mark I. Bane Mark R. Somerstein	Kelley Drye & Warren LLP	101 Park Avenue		New York	NY	10178	USA
Power & Signal Group	John J. Monaghan	Holland & Knight LLP	10 St. James Avenue		Boston	MA	02116	USA
Robert Bosch Corp. & Affiliates	Gordon J. Toering	Warner Nordcross & Judd LLP	900 Fifth Third Center	111 Lyon St. NW	Grand Rapids	Michigan	49503-2487	USA
Semiconductor Components, L.L.C.	John J. Dawson John A. Harris Scott Goldberg	Quarles & Brady Streich Lang LLP	Renaissance One	2 North Central Avenue	Phoenix	Arizona	85004-2391	USA
Source Electronics Corporation	Steven E. Boyce	Sheehan Phinney Bass & Green PA	1000 Elm Street	P.O. Box 3701	Manchester	NH	03105	USA
Tawas Industries	Kenneth R. Karle	Braun Kendrick Finkerbeiner, PLC	4301 Fashion Square Blvd.		Saginaw	MI	48603	USA
Textron Fastening Systems, Inc.	Tracy L. Klestadt	Klestadt & Winters, LLP	292 Madison Avenue	17th Floor	New York	New York	10017-6314	USA
The Worthington Steel Company and Worthington Steel of Michigan, Inc.	Tiffany Strelow Cobb	Vorys, Sater, Seymour and Pease LLP	52 East Gay Street	P.O. Box 1008	Columbus	Ohio	43215	USA
ThyssenKrupp Budd Systems, LLC	Mark A. Shaiken	STINSON MORRISON HECKER LLP	1201 Walnut Street		Kansas City	MO	64106	USA
Viasystems Group, Inc.	Daniel J. Weber	Daniel J. Weber	101 South Harley Road	Suite 400	St. Louis	MO	63105	USA
W.C. Heraeus	Peter A. Clark	McDermott Will & Emery	327 West Monroe Street		Chicago	IL	60606	USA
Wabash Technologies, Inc.	Richard DeLaney	Bendall DeLaney Hartburg McNeely & Roth LLP	533 Warren Street		Huntington	IN	46750	USA
Wireless Matrix Corporation	Gregg S. Kleiner	Cooley Godward Kronish LLP	101 California Street	5th Floor	San Francisco	CA	94111-5800	USA
Worthington Steel Company	Robert A. Bell, Jr.	Vorys, Sater, Seymour & Pease LLP	52 East Gay Street	P.O. Box 1008	Columbus	OH	43216-1008	USA
XM Satellite Radio, Inc.	Scott A. Golden	Hogan & Hartson, L.L.P.	875 Third Avenue		New York	New York	10022	USA

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
A3 Funding Lp	Kari Dziemiela	Dymas Capital	1 North Franklin Ste 3500	Chicago	IL	60606	
A3 Funding Lp	Ken Kohrs	299 Pk Ave	23rd Fl	New York	NY	10171	
Ableco Finance Llc	Kari Dziemiela	450 Pk Ave	28th Fl	New York	NY	10022	
Abn Amro Bank Nv Chicago	Loan Administration	208 South Lasalle	Ste 1500	Chicago	IL	60604-1003	
Aca Clo 2005 1 Ltd	Susan Bowers	600 Travis St 50th Fl		Houston	TX	77002	
Access Institutional Loan Fund	Dina Kalnitsky	8700 West Bryn Mawr	12th Fl	Chicago	IL	60631	
Acm Income Fund Inc	Evan Kriegshaber	1345 Ave Of The Americas		New York	NY	10105	
Adar Investment Fund Ltd	Aaron Morse	156 W 56th St	Ste 801	New York	NY	10019	
Addison Cdo Limited	Bank Loan Settlements	Pacific Investment Management	840 Newport Ctr Dr	Newport Beach	CA	92660	
Ag Alpha Credit Master Ltd	Christopher Brescio	245 Pk Ave 26th Fl		New York	NY	10167	
Agricultural Bank Of China	Zhang Yue Yvonne Zhang	No 26 Rd Zhongshan East 1		Shanghai		200002	Peoples Republic Of China
Ahab Partners Lp	Anthea Chan	299 Pk Ave 21st Fl		New York	NY	10171	
Aim Floating Rate Fund	Angela Gambardella Shirley Brannan	Invesco	1166 Ave Of The Americas	New York	NY	10036-2789	
Airlie Opportunity Master Fund Ltd	Michael Lee	115 East Putnam Ave		Greenwich	CT	06830	
Akanthos Arbitrage Master Fund Lp	Christie Kim	21700 Oxhard St Ste 1520		Woodland Hills	CA	91367	
Alaska Cbna Loan Funding Llc	Janet Haack	181 W Madison Ave Ste 32		Chicago	IL	60602	
Amaranth Llc	Sean Foronjy	1 American Ln		Greenwich	CT	06831	
Amaranth Partners Llc Trading	Chris Capozzalo	One American Ln		Grennwich	CT	06831	
American Express Certificate Company Nka	Donna Emmett	American Express Asset Mgt	100 North Sepulveda	El Segundo	CA	90245	
Ammc Clo Iii Limited	Todd Abramson	American Money Management Corp	One East Fourth St 3rd Fl	Cincinnati	OH	45202	
Ammc Clo Iv Limited	Todd Abramson	Jpmorgan Chase Bank	600 Travis St 50th Fl	Houston	TX	77002	
Anchorage Capital Master Offshore Ltd	Laura Caruthers	650 Madison Ave	26th Fl	New York	NY	10022	
Anchorage Crossover Credit Offshore Master Fd Ltd	Elina Gokh	650 Madison Ave	26th Fl	New York	NY	10022	
Apollo Trading Llc	B O A Loan Operations	214 North Tryon St		Charlotte	NC	28255	
Apollo Value Investment Fund Lp Fka/ Apollo Value Investment Offshore Fund Ltd Fka	David Ruditzky	9 West 57th St 41st Fl		New York	NY	10019	
Appaloosa Invest Ltd Partnership I	Peter Dougherty	51 Jfk Pkwy		Short Hills	NJ	07078	
Arab Bank Plc	Justo Haupaya	520 Madison Ave		New York	NY	10022	
Archimedes Funding Iv Cayman Ltd	Stacey Alexander	Ing Capital Advisors Llc	333 South Grand Ave Ste 4250	Los Angeles	CA	90071	
Ares Enhanced Loan Investment Strategy Ltd	David Gorder	1999 Ave Of The Stars 1900		Los Angeles	CA	90067	
Ares Total Value Fund Lp/ Ares Viii Clo Ltd/ Ares Ix Clo Ltd/ Ares Vii Clo Ltd/ Ares X Clo Ltd	Hardy Moat Anne Chlebnik	1999 Ave Of The Stars 1900	Co Ares Management	Los Angeles	CA	90067	
Arx Global High Yield Securities Master Fund Ltd	Tom Stummteios	750 Lexington Ave	17th Fl	New York	NY	10022	
Aslan Capital Master Fund Lp	Brian Sheehan	375 Pk Ave Ste 1305		New York	NY	10152	
Assignment Pool	Missing John	140 East 45th St		New York	NY	10017	
Atlas Capital Funding Ltd/ Atlas Loan Funding Navigator Llc/ Atlas Loan Funding 2 Llc	Robert Consoli Janet Haack	201 S College St	Nc0601	Charlotte	NC	28244-0002	
Atrium Iv	Lori Varga	13455 Noel Rd Ste 1150		Dallas	TX	75240	
Aurelius Capital Master Ltd/ Aurelius Capital Partners Lp	William Corcoran	53 Forest Ave 2nd Fl		Old Greenwich	CT	06870	
Aurum Clo 2002 1 Ltd	Amy Richards	1185 Ave Of Americas	Ny5 509 16 04	New York	NY	10036	
Australia And New Zealand Bank Group Limited	Doreen Klingenberg	1177 Ave Of The Americas		New York	NY	10036-2798	
Avenue Clo Fund Ltd/ Avenue Clo Ii Ltd/ Avenue Investments Lp	Eric K Lee Esther Posner	535 Madison Ave		New York	NY	10022	
Avery Point Clo Ltd	Cameron Schulens	Jpmorgan Chase Bank	600 Travis St 50th Fl	Houston	TX	77002	
Avl Loan Funding Llc	Mat Thomason Cdo Trust Services	390 Greenwich St 4th Fl		New York	NY	10013	
Balboa Cdo I Limited	Bank Loan Settlement	Pimco	840 Newport Ctr Dr	Newport Beach	CA	92660	
Banca Intesa Spa	Alex Papace	One William St		New York	NY	10004	
Banca Nazionale Del Lavoro Spa New York	Anna Hernandez	51 West 52nd St		New York	NY	10019	
Banco Bilbao Vizcaya Argentaria Sa	Javier Granero	Via De Los Poblados Sn	4th Fl	Madrid		28033	Spain

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Banco Bilbao Vizcaya Argentaria Sa	Patricia Kunert	1345 Ave Of The Americas	45th Fl	New York	NY	10105	
Banco Santander Central Hispano Sa	Ligia Castro O Martha Vasques	45 East 53rd St		New York	NY	10022	
Bank Austria Creditanstalt Ag	Inge Grienauer	Administrative International Busine	A 1090 Vienna Wasagasse 2	Vienna		a-1090	Austria
Bank Hapoalim Bm	Donna Gindoff	1177 Ave Of The Americas		New York	NY	10036-2790	
Bank Of America Na	Servicing Team Tlc004	101 N Tryon St	15th Fl	Charlotte	NC	28255-0001	
Bank Of China Luxembourg Sa	Nguyen Thi Kim Quy	3739 Blvd Prince Henri	L 1724 Luxembourg			L-1724	Luxembourg
Bank Of New York	Diana Johnson	One Wall St		New York	NY	10286	
Bank Of Nova Scotia	Demetria January	600 Peachtree St	Ne Ste 2700	Atlanta	GA	30308	
Bank Of Tokyo Mitsubishi Trust Company New York/							
Bank Of Tokyo Mitsubishi Trust Co	Rolando Uy	1251 Ave Of The Americas	12th Fl	New York	NY	10020-1104	
Bank One Na	Delilah Smith	131 S Dearborn	Ste 14 0079	Chicago	IL	60670	
Barclays Bank Plc	Sandra Friedman	200 Cedar Knolls Rd		Whippany	NJ	07981	
Battery Park High Yield Long Short Fund Ltd	Cynthia Yen	2 World Financial Ctr Building B	17th Fl	New York	NY	10281	
Battery Park Hy Oppormaster Fdlttd	Cynthia Yen	Nomura Corpresearch&asset Mgt	33 Wood Ave South Ste 600	Iselin	NJ	08830	
Bayerische Hypo Und Vereinsbank Ag New York	Arelis Cepeda	150 East 42nd St		New York	NY	10017	
Bayerische Landesbank Girozentrale	Patricia Sanchez	560 Lexington Ave		New York	NY	10022	
Bbt Fund Lp	Wilynn Arnold	Bbt Genpar Lp	201 Main St Ste 3200	Fort Worth	TX	76102	
Bdc Finance Llc	Loan Administrator	One Conway Pk	100 Field Dr Ste 140	Lake Forest	IL	60045	
Bear Stearns Corporate Lending Inc	Gloria Dombrowski	245 Pk Ave		New York	NY	10167	
Bear Stearns Credit Products Inc/ Bear Stearns							
Investment Products Inc	Ian Mcclay Evan Kaufman	383 Madison Ave		New York	NY	10179	
Bismarck Cbna Loan Funding Llc	Janet Haack	181 W Madison Ave Ste 32		Chicago	IL	60602	
Black Diamond Offshore Limited	Amy Gribnau	227 Elgin Ave	PO Box 509gt	George Town		99999	Cayman Islands
Blackport Capital Fund Ltd	Jennifer Box	345 Pk Ave 28th Fl		New York	NY	10154	
Blackrock Debt Strategies Fund Inc/ Blackrock							
Diversified Income Strategies Portfolio	Laura Caruthers	Merrill Lynch Investmtmanagers	800 Scudders Mill Rd Area 1b	Plainsboro	NJ	08536	
Blue Cross Of California	Andre Nelson	11 Martine Ave 11th Fl		White Plains	NY	10606	
Blue Square Funding Ltd Series 3	Marco Ruggiero	Highland Capital Managementltd	1300 Two Galleria Tower 13455	Dallas	TX	75240	
Bnp Paribas	Gabriel Candamo	919 Third Ave 3rd Fl	Noel Rd Lb 45	New York	NY	10022	
Boldwater Cbna Loan Funding Llc	Mark Johnson	135 South Lasalle St Ste 151		Chicago	IL	60603	
Boldwater Credit Opportunities Master Fund Lp	Martin E Kalisker	PO Box 2199 Gt	Grand Pavilion Centre 802 West	Grand Cayman		BWI	Cayman Islands
Boston Harbor Clo 2004 1 Ltd	Lara Jameson	600 Travis St Fl 51	Bay Rd Ste 14	Houston	TX	77002	
Boston Income Portfolio	Michael Devlin	Eaton Vance Management	255 State St 11th Fl Att High Yield				
Brascan High Yield Value Opportunity Fund Lp	David Lagasse	1 Liberty Plaza 36th Fl	Department	Boston	MA	02109	
Brencourt Distress Securities Master Ltd	Thomas Schmitt	Brencourt Advisors Llc		New York	NY	10006	
Brookville Capital Master Fund Lp	Brian Shim	600 Lexington Ave 8th Fl		New York	NY	10022	
Brookville Master Fund Ltd	Brian Shim	Brookville Capital Management	470 Pk Ave South Ste 1700s	New York	NY	10016	
Bryn Mawr Clo Ltd	Phyllis Zavala	470 Pk Ave South		New York	NY	10016	
C Squared Cdo Ltd	Melanie Ecter	Deerfield Capital Management	8700 West Bryn Mawr 12th Fl	Chicago	IL	60631	
California Public Employees Retirement System	Cynthia Yen	Trust Company Of The West	200 Pk Ave	New York	NY	10166	
Callidus Debt Partners Cdo Fund I	Terence Botha		1300 Two Galleria Tower 13455	Dallas	TX	75240	
Calyon New York Branch Fka Credit Lyonnais Sa Ny	Jai Sanichar	Highland Capital Management	Noel Rd Lb 45	New York	NY	10022	
Canadian Imperial Bank Of Commerce	Helen Ng	Callidus Capital Management Llc	527 Madison Ave 17th Fl				
Candlewood Capital Partners Llc	Nirmala Durgana			New York	NY	10017	
Canpartners Investments Iv Llc	Faith Kim	11 Madison Ave		New York	NY	10010	
Canyon Capital Cdo 2002 1 Ltd	Syndicated Loan Servicing	9665 Wilshire Blvd	Ste 200	Beverly Hills	CA	90212	
Canyon Capital Clo 2004 1 Ltd	Anita Ram	Bank Of New York	600 E Los Colinas Blvd Ste 200	Irving	TX	75039	
Cap Fund Lp	Wilynn Arnold	60 Wall St 39th Fl		New York	NY	10005-2858	
		Ste 3200 Chase Bank Tower	201 Main St	Fort Worth	TX	76102	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Capitalia Spa Fka Banca Di Roma	Aurora Pensa	225 West Washington Ste 1200		Chicago	IL	60606	
Capitalia Spa Fka Banca Di Roma	Lino Caldera	34 East 51 St St		New York	NY	10022	
Capitalsource Finance Llc	Terry Grant	4445 Willard Ave 12 Fl		Chevy Chase	MD	20815	
Cargill Financial Services Intllnc	Brett Adams	12700 Whitewater Dr		Minnetonka	MN	55343	
Carlyle High Yield Partners liitld/ Carlyle High Yield Partners Iv Ltd/ Carlyle High Yield Partners Vii Ltd/ Carlyle Loan Investment Ltd/ Carlyle Loan Opportunity Fund	Shawn Teel	520 Madison Ave	41st Fl	New York	NY	10022	
Castle Garden Funding	Yvette Mcqueen	Eleven Madison Ave 5th Fl		New York	NY	10010	
Castle Hill I Ingots Ltd Fka Castle Hill I Min/ Castle Hill Ii Ingots Ltd Fka Castle Hill Ii Min/ Castle Hill Iii Clo Limited	Bryan Patrick James Engelbrecht Andy Ruiz	Sankaty Advisors Llc	600 Travis St 50th Fl	Houston	TX	77002	
Cdl Loan Funding Llc	Jason Trala	390 Greenwich St	4th Fl	New York	NY	10013	
Cedar Creek Spiret Loan Trust	Ubs Trs Servicing Unit	1100 North Market St		Wilmington	DE	19890	
Cedarview Opportunities Master Fund Lp	Jason Langkpf	405 Lexington Ave 39th Fl		New York	NY	10174	
Celerity Clo Ltd Fka Lightspeed Clo Limited	Agnes Leung	200 Pk Ave	Ste 2200	New York	NY	10017	
Centurion Cdo 8 Limited/ Centurion Cdo 9 Limited/ Centurion Cdo Ii Ltd/ Centurion Cdo Vi Ltd/ Centurion Cdo Vii Limited/ Centurion Cdo Vii Limited	Sara Hays Agnes Leung Adrian Coininigel	100 N Sepulveda Blvd Ste 650	C O Amer Express Asset Mgt Group	El Segundo	CA	90245	
Chatham Light Ii Clo Limited	Mike Flores	111 Huntington Ave		Boston	MA	02199	
Citadel Hill 2000 Ltd	Kevin Stephens	401 South Tryon St 12th Fl		Charlotte	NC	28288-1179	
Citibank Na	Askia Abdul Qadir	Two Penns Way	Ste 110	New Castle	DE	19720	
Citicorp North America Inc/ Citicorp Usa Inc	David Graber Paul Joseph	399 Pk Ave		New York	NY	10043	
Citigroup Financial Products Inc Fka Sb Hld Co	Fofi S Baimba	7 World Trade Ctr		New York	NY	10048	
Colonial Funding Llc	Colonial Funding Llc	101 N Tryon St	Nc 001 15 01	Charlotte	NC	28273	
Comerica Bank Michigan	Munther Abukhader	500 Woodward Ave	9th Fl Mc3265	Detroit	MI	48226	
Commerzbank Aktiengesellschaft New York Branch	Wendy Lau	2 World Financial Ctr	New York Branch	New York	NY	10281	
Concentrated Alpha Partners Lp	Wilynn Arnold	Ste 3200 Chase Bank Tower	201 Main St	Fort Worth	TX	76102	
Concordia Distressed Debt Fund Lp/ Concordia Mac 29 Ltd	Dawn Anderson	1350 Ave Of The Americas	Ste 3202	New York	NY	10019	
Concordia Partners Lp	Dawn Anderson	1350 Ave Of The Americas	Ste 3202	New York	NY	10019	
Continental Casualty Company	John Tsokolas	Cna Plaza	23 South	Chicago	IL	60685	
Contrarian Funds Llc	Larry Herzing	411 West Putnam Ave	Ste 225	Greenwich	CT	06830	
Courage Special Situations Master Fund Lp	Richard Horton	4400 Harding Rd Ste 503		Nashville	TN	37205	
Credit Genesis Clo 2005 1 Ltd	Ilan Mandel	Five Greenwich Office Pk		Greenwich	CT	06831	
Credit Industriel Et Commercial/ Credit Industriel Et Commercial Cic	Annick Merard	Centre Administratif Dgc Cel	95091 Cergy Pontoise Cedex	Paris		75009	France
Credit Industriel Et Commercial/ Credit Industriel Et Commercial Cic	Patrice Duchemin	6 Ave De Provence		Paris		75009	France
Credit Suisse Asset Managemnt Syndicated Loan Fund/ Credit Suisse Capital Llc Fka Credit Suisse First/ Credit Suisse New York & Cayman Islands Branches	Lisa Ferrara Maria Cabrera Sonia Shillingford	Eleven Madison Ave		New York	NY	10010	
Csam Funding Iv	Naushin Mehdi	600 Travis	48th Fl	Houston	TX	77002	
Csfb Cayman Islands	Ed Markowski	One Madison Ave		New York	NY	10010	
Cumberland Ii Clo Ltd	Kim Koenig	8700 West Bryn Mawr		Chicago	IL	60631	
Cypress Point Trading Llc	Loan Operations	100 North Tryon St	Nc1 007 06 07	Charlotte	NC	28255	
Cypresstree Claif Funding Llc	Cypresstree Claif Funding Llc	101 N Tryon St	Nc1 001 15 01	Charlotte	NC	28273	
Dayton Cbna Loan Funding Llc	Janet Haack	390 Greenwich St		New York	NY	10013	
Dbz Acquisition Partners Ii Llc Fka Hz	Michelle Laryea	757 Fifth Ave 18th Fl		New York	NY	10151	
Deephaven Event Trading Ltd	Matt Halbower	130 Cheshire Ln Ste 102		Minnetonka	MN	55305	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Delaware Corp Bond Fund A Series Of Del Grp Inc F/ Delaware Delchester Fund A Series Of Delaware	Joseph Fiorilla	2005 Market St		Philadelphia	PA	19103	
Desjardins Financial Security Life Assurance Co	Anthony Martucci	Marathon Asset Management Llc	461 Fifth Ave 10th Fl	New York	NY	10017	
Deutsche Bank Ag Cayman Island Branch	Joseph Regan	PO Box 1984 Gt	Elizabethan Square Georgetown	Grand Cayman			Cayman Islands
Deutsche Bank Ag London Branch	David Williams	99 Bishopsgate Fl 21		London		0EC2P- 2AT	United Kingdom
Deutsche Bank Ag/ Deutsche Bank Trust Company Americas	Joe Cusmai Joseph Regan	90 Hudson St		Jersey City	NJ	07302	
Diversified Investors High Yield Bond Fund	Michael Delvin	Eaton Vance	255 State St 11th Fl High Yield Department	Boston	MA	02109	
Dk Acquisition Partners Lp	Fernando Moreyra	Citibank Agency And Trust	388 Greenwich St 14th Fl	New York	NY	10013	
Dkr Wolf Point Holding Fund Ltd	Christopher Keywork	181 W Madison St Ste 3625		Chicago	IL	60602	
Double Black Diamond Offshore Ldc	Amy Gribnau	2100 McKinney Ave	Ste 1600	Dallas	TX	75201	
Drawbridge Dtnj Ltd/ Drawbridge Special Opportunities Fund Lp/ Drawbridge Special Opportunities Fund Ltd	Amy Wong Susan Ng	1251 Ave Of The Americas	16th Fl C O Fortress Investment Group	New York	NY	10020	
Drawbridge Global Macr0 Master Fund Ltd	Amy Wong	1251 Ave Of The Americas	16th Fl	New York	NY	10020	
Dresdner Bank Ag 2	Grace Brathwaite	75 Wall St		New York	NY	10005	
Dryden Iii Leveraged Loan Cdo 2002/ Dryden Iv Leveraged Loan Cdo 2003/ Dryden Leveraged Loan Cdo 2002 Ii	Tracey Buckley	600 E Las Colinas Blvd	Ste 1300	Irving	TX	75039	
Dryden Investments Bv	Laurie Hinkle	4400 Harding Rd Ste 503		Nashville	TN	37205	
Dryden Viii Leveraged Loan Cdo 2005	Cheriese G Brathwaite	60 Wall St 39th Fl		New York	NY	10005	
Duane Street Clo 1 Ltd	Kim Koenig	245 Pk Ave	44th Fl	New York	NY	10167	
Duma Master Fund Lp	Michael Maroof	1370 Ave Of The Americas	23rd Fl	New York	NY	10019	
Dunes Funding Llc	Dunes Funding Llc	214 North Tryon St		Charlotte	NC	28255	
Durham Acquisition Co Llc Fka Comac Acquisition	Ilan Mandel	Five Greenwich Office Pk	Bear Stearns	Greenwich	CT	06831	
Dymas Funding Company Llc	Kari Dziemiela	1 North Franklin		Chicago	IL	60606	
Elf Funding Trust I	Bryan Katri	Highland Capital Management Lp	1150 Two Galleria Tower 13455 Noel Rd Lb 45	Dallas	TX	75240	
Employers Insurance Of Wausau	Brian Katri	175 Berkeley St		Boston	MA	02117	
Empyrean Investments Llc	Mike Lim	10250 Constellation Blvd	Ste 2950	Los Angeles	CA	90067	
Endurance Clo I Ltd	Stacey Alexander	Ing Capital Advisors Llc	333 South Grand Ave Ste 4100	Los Angeles	CA	90071	
Event Partners Debt Acquisitionllc	Josh Spierer	John A Levin & Co Inc	One Rockefeller Plaza 19th Fl	New York	NY	10020	
Fairway Loan Funding Company	Bank Loan Accounting Group	840 Newport Ctr Dr		Newport	CA	92660	
Feingold Okeeffe Credit Fund Cbna Loan Fundingllc	Cdo Trust Services	135 South Lesalle St	Ste 1511	Chicago	IL	60603	
Fidelity Adv Series Iifa Floating Rt High Inc Fd/ Fidelity Puritan Trust Fidelity Puritan Fund	John Roche Anthony Tracy	Fidelity Investments	82 Devonshire St E31c	Boston	MA	02109	
Field Point I Ltd/ Field Point Ii Ltd	Terence Botha	13455 Noel Rd Ste 1150 Lb 22		Dallas	TX	75240	
Field Point Iii Ltd/ Field Point Iv Ltd	Stuart Stanford	Two Greenwich Plaza		Greenwich	CT	06830	
Fifth Third Bank	Evette N Riep	1000 Towncenter	Ste 1500	Southfield	MN	48075	
Fifth Third Bank Eastern Michigan	Evette Riep	5050 Kingsley Dr	Mdmoczb	Cincinnati	OH	45263	
First Trust Highland Capital Floating Rate Inc Fd/ First Trust Highland Capital Floating Rate Inc Fd/ First Trust Highland Capital Floating Rt Inc Fd Ii	Kim Wilcox Bryan Katri	13455 Noel Rd Ste 1300		Dallas	TX	75240	
Flagship Clo 2001 1/ Flagship Clo Ii/ Flagship Clo Iii/ Flagship Clo Iv	Eric Donaghey	One Federal St 3rd Fl		Boston	MA	02110	
Fleet National Bank/ Fleet National Bank Fka Bankboston Na	Scott Nathan	100 Federal St		Boston	MA	02110	
Forest Creek Clo Ltd	Dina Kalnitsky	Deerfield Capital Mgt Llc	8700 West Bryn Mawr 12th Fl	Chicago	IL	60631	
Fortis Bank Sa Nv Cayman Island Branch	Laurie Albright Mike Halovatch	3 Stamford Plaza	301 Tresser Blvd 9th Fl	Stamford	CT	06901-3239	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Fortress Credit Funding I Lp/ Fortress Credit Funding II Lp	Roy Castromonte	1251 Ave Of The Americas		New York	NY	10020	
Galaxy Clo 2003 1 Ltd/ Galaxy V Clo Ltd/ Galaxy V Clo Ltd	Silvana Olsen T Ajaz	Sai Investment Advisors Inc	1 Sunamerica Ctr 34th Fl	Los Angeles	CA	90067-6022	
Galaxy Iii Clo Ltd/ Galaxy Iv Clo Ltd	Silvana Olsen Kyle Edwards	Jpmc	600 Travis St 50th Fl	Houston	TX	77002	
General Electric Capital Corporation	George Greene	201 Merritt 7 PO Box 5201	60 Long Ridge Rd	Norwalk	CT	06856-5201	
Gk Debt Opportunity Fund Ltd	Josh Spierer	900 Third Ave	Ste 1101	New York	NY	10022	
Gleneagles Clo Ltd	Evan Kriegshbaer	1300 Two Galleria Tower	13455 Noel Rd Lb 45	Dallas	TX	75240	
Gleneagles Trading Llc	Loan Operations	Highland Capital Management Lp	1150 Two Galleria Tower 13455 Noel Rd Lb 45	Dallas	TX	75240	
Global Enhanced Loan Fund Sa	Haseeb Shaikh	600 Travis	51 Fl	Houston	TX	77002	
Global Stocksplus Income Fund	Bank Loan Settlements Group	840 Newport Ctr Dr	Co Pacific Investment Management	Newport Beach	CA	92660	
Goldentree Loan Opportunities I Limited Fka	David Stander	Goldentree Asset Management	300 Pk Ave 25th Fl	New York	NY	10022	
Goldentree Loan Opportunities II Limited	David Stander	Goldentree Asset Management Lp	300 Pk Ave 25th Fl	New York	NY	10022	
Goldman Sachs Credit Partners Lp	Philip Green	Goldman Sachs & Co	85 Broad St 6th Fl	New York	NY	10004	
Gpc Xii Llc	John Gebbia	135 East 57th St 11th Fl		New York	NY	10022	
Gracie Capital Lp	Sam Konz	527 Madison Ave	11th Fl	New York	NY	10022	
Grand Central Asset Trust Abc Series/ Des Series/ Dhv Series/ Gaia Series/ Hld Series/ Kmt Series/ Mm3 Series/ Sil Series/ Stk Series/ Svco Series/ Single Name Series	Janet Haack Jeff Pkinson Mark Johnson Beata Konopko Cdo Trust Services Ryan Wofford Adam Lehnertz Matt Thomason	135 South Lasalle St	Ste 1511	Chicago	IL	60603	
Grand Central Asset Trust Ced Series/ Dbf Series/ Rbn Series	Janet Haack	181 W Madison St Ste 3200		Chicago	IL	60602	
Greenwich International Limited	Michael Vaysman	600 Steamboat Rd		Greenwich	CT	06830	
Greenwich International Limited	Michael Vaysman	600 Steamboat Rd		Greenwich	CT	06830	
Greywolf Loan Participation Llc	Doug Gold Jeff Silva	411 West Putnam	Ste 265	Greenwich	CT	06830	
Gross Global Investors Master Fund Ltd	Tina Guberman	667 Madison Ave 3rd Fl		New York	NY	10021	
Guggenheim Portfolio Company Xii Llc	John Gebbia	135 East 57th St	11th Fl	New York	NY	10022	
Gulf Stream Compass Clo 2005 1 Ltd/ Clo 2002 1/ Clo 2004 1 Ltd	Matt Frawley	One Federal St	3rd Fl	Boston	MA	02110	
Halcyon Fund Lp	Eric Potter	477 Madison Ave 8th Fl		New York	NY	10022	
Hammerman Capital Master Fund Lp	Andrew St Pierre	101 Huntington Ave 25th		Boston	MA	02199	
Hammerman Counterpoint Master Fund Lp	Andrew St Pierre	101 Huntington Ave	25th Fl	Boston	MA	02199	
Harbour Town Funding Llc Fka Harbour Town Fd Trust	Harbour Town Funding Llc	Banc Of America Securities Llc	100 North Tryon St Nc1 007 06 07	Charlotte	NC	28255	
Hbk Master Fund Lp	Stacy Jaynes	Hbk Investments Lp	300 Crescent Court Ste 700	Dallas	TX	75201	
Hfr Ed Special Situations Master Fund	Laurie Hinkle	4400 Harding Rd Ste 503		Nashville	TN	37205	
Hibiscus Cbna Loan Funding Llc	Cdo Trust Services	135 South Lasalle St	Ste 1511	Chicago	IL	60603	
High Income Portfolio	Michael Devlin	Eaton Vance Management	225 State St 11th Fl Att High Yield Department	Boston	MA	02109	
Highland Credit Opportunities Cdo Ltd/ Highland Credit Strategies Fund/ Highland Floating Rate Advantage Fund Fka Columbia/ Highland Floating Rate Llc Fka Columbia/ Highland Offshore Partners Lp	Darren Britt Brooke Palmer Bryan Katri	Highland Capital Management Lp	13455 Noel Rd Ste 1300 Two Galleria Tower	Dallas	TX	75240	
Hsbc Bank Usa National Association	Donna Riley	One Hsbc Ctr	26th Fl	Buffalo	NY	14203	
Ids Life Insurance Company	Donna D Emmett	American Express Asset Mgt	100 N Sepulveda Blvd	El Segundo	CA	90245	
Ind And Comm Bk Of China Shanghai Municipal Branch	Gao Junhang	No 9 Pu Dong Ave		Shanghai		PRC20-0120	Peoples Republic Of China
Ing Capital Llc	Annette Miller Lewis	1325 Ave Of The Americas		New York	NY	10019	
Ing Investment Management Clo I Ltd	Michael Kam	1 Federal St		Boston	MA	02110	
Ing Prime Rate Trust/ Ing Senior Income Fund	Katie Marino	Ing Investments Llc	7337 East Doubletree Ranch Rd	Scottsdale	AZ	85258-2034	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Investment Cbna Loan Funding Llc	Mark Johnson	135 South Lasalle St	Ste 1511	Chicago	IL	60603	
Investors Bank And Trust Co Sub Cust Agent Ctilhc	Katie Mgarrell	One Washington Mall	6th Fl	Boston	MA	02108	
Jasper Clo Ltd	Bryan Katri	1300 Two Galleria Tower	13455 Noel Rd Lb 45	Dallas	TX	75240	
Jay Street Market Value Clo I Ltd	Nicah Anderson	245 Pk Ave 44th Fl		New York	NY	10167	
Jp Morgan Whitefriars Inc/ Jpmorgan Chase Excess	Nicole Adams Khuyen Ta	125 London Wall		London		0EC2Y- 5AJ	United Kingdom
Jpmorgan Chase Bank Na	Cliff Trapani	1111 Fannin	10th Fl	Houston	TX	77002	
Kamunting Street Master Fund Ltd	Jason Abrams	140 E 45th St		New York	NY	10017	
Katonah Ii Ltd/ Katonah Iii Ltd/ Katonah Iv Ltd	Charles Janz	600 Travis St 50th Fl		Houston	TX	77002	
Kbc Bank Nv	Robert Pacifi	125 West 55th St		New York	NY	10019	
Kensington International Ltd	Elliot Greenberg	Midland Bank Trust Corp Ltd	PO Box 1109 Mary St	Grand Cayman			Cayman Islands
Keybank National Association	Carrie Zielski	127 Public Square		Cleveland	OH	44114-1306	
Kil Loan Funding Llc	Shoheb Merchant	600 Travis St	50th Fl	Houston	TX	77002	
Kingsland I Ltd	Charles Janz	787 Seventh Ave Ste 911		New York	NY	10019	
Kkr Financial Clo 2005 1 Ltd	Kim Koenig	600 Travis St	50th Fl	Houston	TX	77002	
Kzh Pondview Llc/ Kzh Soleil Llc/ Kzh Soleil 2 Llc	Kevin Rowe	Jpmorgan Chase Bank	4 Metrotech Ctr 10th Fl	Brooklyn	NY	11245	
La Funding Llc	La Funding Llc	214 North Tryon St		Charlotte	NC	28255	
Latigo Master Fund Ltd	Joe Mause	590 Madison Ave	9th Fl	New York	NY	10022	
Lehman Commercial Paper Inc	Michael Herr	745 Seventh Ave	16th Fl	New York	NY	10019	
Liberty Clo Ltd	Sachin Patel	1300 Two Galleria Tower	13455 Noel Rd Lb 45	Dallas	TX	75240	
Liberty Mutual Fire Insurance Company/ Liberty Mutual Ins Company	Brian Katri	175 Berkeley St		Boston	MA	02117	
Libertyview Loan Fund Llc	Mandy Gauntt	Fcs Data Services Group	13455 Noel Rd Lb 22 Sutie 1150	Dallas	TX	75240	
Lincoln National Life Insurance Co	Joseph Fiorilla	2005 Market St		Philadelphia	PA	19103	
Lincoln Natl Life Insur Co Sep Acct 12	Joseph Fiorilla	2005 Market St		Philadelphia	PA	19103	
Linden Capital Lp	Peter Greenberg	450 Pk Ave Ste 3001		New York	NY	10022	
Lispenard Street Credit Master Ltd	Holly Hom	245 Pk Ave	44th Fl	New York	NY	10167	
Loan Funding I Llc	William Lovett	The Bank Of New York	101 Barclay St 8th Fl	New York	NY	10286	
Loan Funding Iii Llc/ Loan Funding Xi Llc/ Loan Star State Trust	Tim Schaller Karen Kwan Shelly Sterling	600 Travis St 50th Fl	51 Fl	Houston	TX	77002	
Loan Funding V Llc	Tracey Buckley	600 E Las Colinas Blvd	Ste 1300	Irving	TX	75039	
Loeb Partners Corporation	Jo Russo	61 Broadway		New York	NY	10006	
Long Grove Clo Limited	Lydia Mistrretta	Deerfield Capital Management Llc	8700 West Bryn Mawr	Chicago	IL	60631	
Longacre Capital Partners Qp Lp	Daphne Coelho Adam	810 Seveth Ave 22nd Fl		New York	NY	10019	
Longacre Master Fund Ltd	Tom Regal	Longacre Management Llc	1700 Broadway Ste 1403	New York	NY	10019	
Loxias Master Fund Ltd	Ken Chapple	374 Millburn Ave Ste 202e		Millburn	NJ	07041	
Mac Capital Ltd Fka Vector Capital Fund Ltd	Whitney Poole	383 Madison Ave		New York	NY	10179	
Madison Park Funding I Ltd	Fang Li	600 Travis St 48th Fl		Houston	TX	77002	
Madison Park Funding Ii Ltd	Judith Drummond	Eleven Madison Ave 13th Fl		New York	NY	10017	
Man Mac Schreckhorn 14b Ltd	Thomas Schmitt	600 Lexington Ave 8th Fl		New York	NY	10022	
Marathon Clo I Ltd	Ted Grove	600 Travis 51 Fl		Houston	TX	77002	
Marathon Finance I Bv/ Marathon Special Opportunity Master Fund	Nadeem Poonwala Anthony Martucci	Marathon Asset Mgt Llc	461 Fifth Ave 10th Fl	New York	NY	10017	
Market Square Clo Ltd	Chris Erico	8700 West Bryn Mawr 12th Fl		Chicago	IL	60631	
Marquette Park Clo Ltd	Thora Frihart	8700 West Bryn Mawr	12th Fl	Chicago	IL	60631	
Mason Sunnyside Credit Master Fund Ltd	John Grizzetti	110 East 59th St 30th		New York	NY	10022	
Mauretania Partners Lp	Michael Holmdahl	261 School Ave Ste 400		Excelsior	MN	55331	
Mayport Clo Ltd	Neil Moore	840 Newport Ctr Dr		Newport Beach	CA	92660	
Mcdonnell Loan Opportunity Ltd	Rhondda Colombatto	1515 West 22nd St	11th Fl	Oak Brook	IL	60523	
Merced Partners Limited Partnership	Mary Fahey No Intralinks Acces	601 Carlson Pkwy	Ste 200	Minnentonka	MN	55305	
Merrill Lynch Bank Usa	Julie Young	15 West South Temple St	Ste 300	Salt Lake City	UT	84101	
Merrill Lynch Credit Products Llc	Brian Buttenmuller	4 World Financial Ctr	16th Fl	New York	NY	10080	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Metropolitan West High Yield Bond Fund/ Metropolitan West Strategic Income Fund	Nora Estrella Bibi Khan	11766 Wilshire Blvd Ste 1580		Los Angeles	CA	90025	
Millcreek Cbna Loan Funding Llc	James Spaulding	Jpmorgan Chase	600 Travis St 50th Fl	Houston	TX	77002	
Millennium Partners Lp	Sandra Costa	701 E Lake St Ste 300		Wayzata	MN	55391	
Mizuho Corp Bank Ltd Fka Ind Bank Of Japan Ltd/ Mizuho Corporate Bank Ltd Fka Dkb New York/ Mizuho Corporate Bank Ltd	Shirly Wu	Harborside Financial Ctr	1800 Plaza Ten 18 Th Fl	Jersey City	NJ	07311	
MI Global Investment Series Income Strategies Port	Laura Caruthers	800 Scudders Mill Rd	Area 1b	Plainsboro	NJ	08536	
Monumental Life Insurance Company	Inv Bank Loans	Aegon Usa Investment Mgt Inc	4333 Edgewood Rd Ne	Cedar Rapids	IA	52499	
Morgan Stanley Bank	Larry Benison	2500 Lake Pk Blvd	Ste 300 C	West Valley	UT	84120	
Morgan Stanley Senior Funding Inc	Larry Benison	1633 Broadway	26th Fl	New York	NY	10019	
Mountain Capital Clo Ii Ltd/ Clo Iii Ltd	Douglas Neaves Todd Abramson	600 Travis	9th Fl	Houston	TX	77002	
Mountain Capital Clo Iv Ltd	Cherese Brathwaite	60 Wall St	39th Fl	New York	NY	10005	
Muirfield Trading Llc	Muirfield Trading Llc	101 North Tryon St	Nc1 001 15 01	Charlotte	NC	28273	
Mulberry Master Fund Ltd	Yolanda Cafiero	910 Sylvan Ave		Englewood	CA	07632	
National City Bank	Dave Gregory	23000 Milcreek Blfd Loc 7520		Highland Hills	OH	44129	
National Westminster Bank Plc	Sheila Shaw	65 East 55th St		New York	NY	10022	
Nemean Clo Ltd	Stacey Alexander	Ing Capital Advisors Llc	333 South Grand Ave Ste 4100	Los Angeles	CA	90071	
Newstart Factors Inc	Lucy Galbraith	2 Stamford Plaza Ste 1501	281 Tresser Blvd	Stamford	CT	06901	
Norinchukin Bank	Sophia Tsororos	245 Pk Ave	29th Fl	New York	NY	10167	
Northwoods Capital Iv Limited Fka Mason Point Ltd	Myrta Calvillo	Jpmorgan Chase Bank	600 Travis St 50th Fl	Houston	TX	77002	
Northwoods Capital V Limited	David Bosh	245 Pk Ave 26th Fl		New York	NY	10167	
Oak Hill Credit Alpha Fund Offshore Ltd/ Alpha Fund Lp	Annmarie Costantini	65 East 55th St	32nd Fl	New York	NY	10022	
Oak Hill Credit Partners I Limited/ Partners Ii Limited/ Partners Iii Limited/ Partners Iv Limited	Terence Botha Susie Johnson	600 Travis St	50th Fl	Houston	TX	77002	
Oak Hill Securities Fund Ii Lp/ Oak Hill Securities Fund Lp	Annmarie Costantini	Oak Hill Advisors	65 East 55th St 32nd Fl	New York	NY	10022	
Och Ziff Capital Structure Arbitrage Master Fund L	Peter Kraft	9 West 57th St	39th Fl	New York	NY	10019	
Ocm High Yield Plus Fund Lp	Brad Howard	333 South Grand Ave 28th Fl		Los Angeles	CA	90071	
Octagon Investment Partners Ii Llc/ Partners Iii Ltd/ Partners Iv Ltd/ Partners Vii Ltd	Margaret Harvey	Octogon Credit Investors Llc	1211 Ave Of The Americas 41st Fl	New York	NY	10036	
Octagon Investment Partners V Ltd	Margaret B Harvey	1211 Ave Of The Americas	41st Fl	New York	NY	10036	
Octagon Investment Partners Vi Ltd	Margaret Harvey	Queensgate House	South Church St	Georgetown			Cayman Islands
Octagon Investment Partners Viii Ltd	Daqve Bosh	52 Vanderbilt Ave 18th Fl		New York	NY	10017	
Oligra43	Denton Robinson	1300 Two Galleria Tower	13455 Noel Rd Lb 45	Dallas	TX	75240	
Olympic Clo I Ltd	Ruben Luna	Jpmorgan Chase Bank	600 Travis St 50th Fl	Houston	TX	77002	
Oppenheimer Senior Floating Rate Fund	Art Zimmer Linda Supaswud	Oppenheimer Funds	6803 South Tuscon Way	Englewood	CO	80112	
Oregon State Treasury	Tracey Powers	1345 Ave Of The Americas	37 Fl	New York	NY	10105	
Orix Finance Corp	Ann Erickson	Orix Capital Markets	1717 Main St9th Fl	Dallas	TX	75201	
Ows Clo 1 Ltd	Tracey Buckley	One Wall St 18th Fl		New York	NY	10286	
Panton Master Fund Lp	Benjamin Baker	666 Fifth Ave 14th Fl		New York	NY	10103	
Para Omnibus Llc	Ron Ray	520 Madison Ave		New York	NY	10022	
Park Avenue Loan Trust	Teresa Galindez	Tcw	200 Pk Ave Ste 2200	New York	NY	10166	
Pimco Floating Income Fund/ Pimco Floating Rate Income Fund/ Pimco Floating Rate Strategy Fund/ Pimco High Yield Fund	Beth Cesari Bank Loan Settlements Group Caesar Giagnaco	840 Newport Ctr Dr		Newport Beach	CA	92660	
Pinewood Credit Markets Master Fund Ltd	Sean Hidey	140 Greenwich Ave		Greenwich	CT	06830	
Pioneer Floating Rate Trust	Bryan Katri	1300 Two Galleria Tower	13455 Noel Rd Lb 45	Dallas	TX	75240	
Pnc Bank Na	Barbara Patterson	500 First Ave P7 Pfsc 04 Z		Pittsburgh	PA	15219	
Polygon Global Opportunities Master Fund	Sean Cote	Polygon Investment Partners Llp	10 Duke Of York Square	London		SW3 4LY	United Kingdom

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Pond View Credit Master Lp	Holly Hom	245 Pk Ave	44th Fl	New York	NY	10167	
Post Leveraged Loan Master Fund Lp/ Post Opportunity Fund Lp/ Post Total Return Fund Lp	Mark Porrazzo	11755 Wilshire Blvd Ste 1400		Los Angeles	CA	90025	
President And Fellows Harvard College	Andre Nelson	600 Atlantic Ave		Boston	MA	02210	
Principal Life Insurance Company	Leveraged Loan Specialist	Principal Capital Management	801 Grand Ave	Des Moines	IA	50392-0800	
Prospect Funding I Llc	Jose Mayorga	1111 Huntington Ave		Boston	MA	02199	
Protective Life Insurance Company	Belinda Bradley	2801 Hwy 280 South		Birmingham	AL	35223	
Putnam Floating Rate Income Fund	Cherise Bartwait	One Post Office Square		Boston	MA	02109	
Putnam High Yield Advantage Fund	Cherise Barthwait	Putnam Investments	One Post Office Square 8th Fl	Boston	MA	02109	
Putnam High Yield Trust/ Putnam Variable Trust Pvt High Yield Fund	Cherise Barthwait	60 Wall St	Ms Nyc60 2610	New York	NY	10005	
Q Funding Iii Lp	Trading Wall Nazim Zilkha Esq	301 Commerce St	Ste 2975	Fox Worth	TX	76102	
Quadrangle Master Funding Ltd	Michael Gillin	375 Pk Ave	14th Fl	New York	NY	10152	
Quattro Distressed Opportunity Fund Lp/ Quattro Multi Strategy Master Fund Lp	Greg Riana	546 Fifth Ave	19th Fl	New York	NY	10036	
Quattro Fund Ltd	Greg Riana	546 Fifth Ave	19th Fl	New York	NY	10036	
Qvt Fund Lp	Umesh Mittal	527 Madison Ave 8th Fl		New York	NY	10022	
R2 Top Hat Ltd	Nazim Zilkha	Amalgamated Gadget Lp	301 Commerce St Ste 2975	Fort Worth	TX	76102	
Race Point Clo Limited/ Race Point Ii Clo Limited	Cameron Schulena Jose Mayorga	600 Travis St 50th Fl		Houston	TX	77002	
Race Point Iii Clo	Matt Massier	135 S Lasalle	Ste 1511	Chicago	IL	60603	
Raeburn Overseas Partners A Ltd	Daniel Ellen	1251 Ave Of The Americas	23rd Fl	New York	NY	10020	
Raven Credit Opportunities Master Fund Ltd	Kevin Gerlitz	195 Maplewood Ave		Maplewood	NJ	07040	
Rcg Carpathia Master Fund Ltd	Nick Vouloumanos	Ramius Capital	666 Third Ave 26th Fl	New York	NY	10017	
Red Fox Funding Llc	Red Fox Funding Llc	101 N Tryon St		Charlotte	NC	28273	
Redwood Master Fund Ltd	Toni Healey	910 Sylvan Ave	Ste 130	Englewood Cliff	NJ	07632	
Resolution Master Fund Lp	Michael Soranno	909 Third Ave 30th Fl		New York	NY	10022	
Ritchie Special Credit Investments Ltd	Pat Maxwell	2100 Enterprise Ave		Geneva	IL	60134	
Riviera Funding Llc	Rivera Funding Llc	Bank Of America	101 N Tryon St	Charlotte	NC	28273	
Robson Trust	Lori Varga	600 Travis	50th Fl	Houston	TX	77002	
Rockview Trading Ltd	Everett Crawford	900 Third Ave 11th Fl		New York	NY	10022	
Rockwall Cdo Ltd	Judith Drummond	600 Travis St 50th Fl		Houston	TX	77002	
Rosemont Clo Ltd	Dina Kalnitsky	Deerfield Capital Managmnt Llc	8700 West Bryn Mawr 12th Fl	Chicago	IL	60631	
Royal Bank Of Scotland Plc	Sheila Shaw	65 East 55th St	21st Fl	New York	NY	10022	
Salomon Brothers Variable Rate Strategic Fund Inc	Paul Su	399 Pk Ave 4th Fl		New York	NY	10022	
Sankaty Credit Opportunities Ii Lp	Nadeem Poonawala	111 Huntington Ave		Boston	MA	02199	
Sankaty Credit Opportunities Lp/ Sankaty High Yield Asset Partners/ Sankaty High Yield Partners Ii/ Sankaty High Yield Partners Iii Lp	Julia Sun Yvettter Haynes Tulay Spicker Jose Mayorga	Sankaty Advisors Llc	111 Huntington Ave	Boston	MA	02199	
Satellite Senior Income Fund Ii Llc	Beth Weiner	623 Fifth Ave	21st Fl	New York	NY	10022	
Satellite Senior Income Fund Llc	Beth Weiner	Satellite Asset Management	623 Fifth Ave 21st Fl	New York	NY	10022	
Saturn Trust	Silvana Olsen	600 Travis St 50th Fl		Houston	TX	77002	
Scoggin Worldwide Fund Ltd	Nicole Cramer	660 Madison Avenue 20th Fl		New York	NY	10021	
Scottwood Partners Lp	Brian Goldenberg	Scottwood Capital Management	1 Pickwick Plaza Ste 125	Greenwich	CT	06830	
Sea Pines Funding Llc	Scott Hoch	100 North Tryon St Nci 007 06 07		Charlotte	NC	56152-9375	
Secondary Loan And Distressed Credit Trading	Michael Samalonis	Chase Manhattan Bank	1 Chase Manhattan Plaza 8th Fl	New York	NY	10081	
Sei High Yield Fixed Income Fund Nomura	Cynthia Yen	2 World Financial Ctr Building B	17th Fl	New York	NY	10281	
Sei Institutional Managed Tst High Yield Bond Fund/ Sei Institutional Investment Trust High Yield Bond	Carol Chang Cynthia Yen	11766 Wilshire Blvd	Sutie 1580	Los Angeles	CA	90025	
Seneca Capital Lp	Marina Smirnov	950 3rd Ave	29th Fl	New York	NY	10022	
Sequels Centurion V Ltd	Agnes Leung	Amer Express Asset Mgt Group	100 North Sepulveda Blvd Ste 1010	El Segundo	CA	90245	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Sequils Ing I Hbdgm Ltd	Stacey Alexander	Ing Capital Advisors Inc	333 South Grand Ave Ste 4250	Los Angeles	CA	90071	
Sequils Magnum Ltd	Bank Loan Settlements Group	Pimco	840 Newport Ctr Dr	Newport Beach	CA	92660	
Seven Bridges Master Fund Ltd	Ian Johnson	280 Pk Ave		New York	NY	10017	
Severn River Master Fund Ltd	Eric Wood	8 Greenwich Office Pk		Greenwich	CT	06831	
Sierra Clo I Ltd	Ruben Luna	600 Travis 50th Fl		Houston	TX	77002	
Sil Loan Funding Llc	Jennifer Pker	390 Greenwich St 4th Fl		New York	NY	10013	
Silverado Clo 2006 I Ltd	Adrian Cioinigel	60 Wall St 39th Fl	Ms Nyc60 3915	New York	NY	10005	
Sky Cbna Loan Funding Llc	Ruben Diaz	600 Travis St 50th Fl		Houston	TX	77002	
Smbc Mvi Spc On Behalf Of And For The Account	Claire M Kowalski	277 Pk Ave		New York	NY	10172	
Societe Generale Sa New York	Elise Cheung	1221 Ave Of The Americas		New York	NY	10020	
Sof Investment Lp	Marc Ostiguy	645 Fifth Ave 21st Fl		New York	NY	10022	
Southport Clo Limited	Bank Loan Settlements	840 Newport Ctr Dr		Newport Beach	CA	92660	
Spcp Group Llc	Kate McCabe	Silver Point Capital	600 Steamboat Rd	Greenwich	CT	06830	
Special Situations Investing Group Inc	Philip Green	Goldman Sachs	85 Broad St 28th Fl	New York	NY	10004	
Spf Cdo I Llc	Terence Botha	2 Greenwich Plaza		Greenwich	CT	06830	
Spiret Iv Loan Trust 2003 A	Lorraine Conti	1100 N Market St		Wilmington	DE	19890	
Spring Point Institutional Partners Lp/ Spring Point Offshore Master Fund Lp/ Spring Point Partners Lp	Bridget Watkin	101 California St Ste 4350		San Francisco	CA	94111	
Spring Point Opportunity Master Fund Ii Lp/ Spring Point Opportunity Master Fund Lp/ Spring Point Special Situations Master Fund Lp	Bridget Watkin Ted Johann	101 California St Ste 4350		San Francisco	CA	94111	
Springfield Associates Llc	Michael Stephan	712 Fifth Ave	36th Fl	New York	NY	10019	
Sri Fund Lp	Wilynn Arnold	201 Main St	Ste 3200	Fort Worth	TX	76102	
Standard Chartered Bank	Victoria Faltine	One Evertrust Plaza		Jersey City	NJ	07302	
Stanfield Arbitrage Cdo Ltd/ Stanfield Carrera Clo Ltd	Doug Waddill Mona Nguyen	Us Bank Na	One Federal St 3rd Fl	Boston	MA	02110	
Stanfield Bristol Clo Ltd	Charles Janz	600 Travis St 50th Fl		Houston	TX	77002	
Stanfield Vantage Clo Ltd	Buck Toney	600 Travis St 50th Fl		Houston	TX	77002	
Stichting Pensioenfonds Hoogovens	Cynthia Yen	2 World Financial Ctr Building B	17th Fl	New York	NY	10281	
Stk Cbna Loan Funding Llc	Julio Velasco	2 Penns Way 1st Fl		New York	NY	19720	
Stonehill Institutional Partners Lp	Steven D Nelson	885 Third Ave 30th Fl	Co Stonehill Cap Management Llc New York	New York	NY	10022	
Sumitomo Mitsui Banking Corporation	Noel Swift	277 Pk Ave		New York	NY	10172	
Sunamerica Income Funds Sunamerica Hy Bond Fund/ Sunamerica Series Trust Sunamerica Hy Bd Portfolio	Laura Ortiz	Aig Global Investment Corp	2929 Allen Pkwy A37 01	Houston	TX	77019	
Sunamerica Life Insurance Co	Silvana Olsen	11601 Wilshire Blvd	12th Fl	Los Angeles	CA	90025	
Sunamerica Senior Floating Rate Fund Inc	Silvana Olsen	Stanfield Capital Partners Llc	330 Madison Ave 27th Fl	New York	NY	10017	
Sunrise Partners Limited Partnership	Craig Jarvis Joan Utarid	Two American Ln		Greenwich	CT	06836	
Suntrust Bank Atlanta	Greg Ponder	303 Peachtree St Ne		Atlanta	GA	30308	
Symphony Clo I Ltd	Mike Flores	600 Travis	50th Fl	Houston	TX	77002	
Talon Total Return Partners Lp/ Talon Total Return Qp Partners Lp	Heidi Hahutton	One North Franklin Ste 900		Chicago	IL	60606	
Tamarack International Ltd	Mary Fahey No Intralinks Acces	Hunter Capital Management Lp	601 Carlson Pkwy Ste 200	Minnetonka	MN	55305	
Tcw Bass Lake Partners Lp	Joseph Viola	965 S Figueroa St	Ste 1800	Los Angeles	CA	90017	
Tcw Select Loan Fund Limited	Agnes Leung	Trust Company Of The West	200 Pk Ave Ste 2200	New York	NY	10166	
Tcw Senior Secured Loan Fund Lp	Lori Dahl	200 Pk Ave Ste 2200		New York	NY	10166	
Tenor Opportunity Master Fund Ltd	Matthew Starr	65 E 55 St	35th Fl	New York	NY	10022	
Thales Holdings Ltd	Melody Tsai	140 Broadway 45th Fl		New York	NY	10005	
The Bank Of Tokyo Mitsubishi Ufj Ny Fka Ufj Ny	Marlin Chin	55 East 52nd St		New York	NY	10055	
The Drake Offshore Master Fund Ltd	Ben Bresnahan	Drake Management Llc	660 Madison Ave 16th Fl	New York	NY	10021	
The Foothill Group Incorporated	Elizabeth Eipe Nikhil Aggarwal	2450 Colorado Ave	3000 West	Santa Monica	CA	90404	
The Hartford Floating Rate Fund	Kevin Cedorchuk	2 Ave De Lafayette		Boston	MA	02111	

CREDITORNAME	CREDITORTOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
The Northern Trust Company	Ms Linda Honda	50 South Lasalle St		Chicago	IL	60690	
The Regents Of The University Of California	Cynthia Yen	111 Broadway Ste 1400		Oakland	CA	94607	
The Royal Bank Of Scotland Plc	Li Yao Li	101 Pk Ave	12th Fl	New York	NY	10178	
Thracia Llc Formerly Psam Nominees Llc	Ashley Thacher	P Schoenfeld Asset Management	1330 Ave Of The Americas34th Fl	New York	NY	10019	
Thrivent High Yield Fund/ Thrivent High Yield Fund Ii/ Thrivent High Yield Portfolio Ii	Jeremy Anderson	55 Water St	Plaza Level 3rd Level	New York	NY	10041	
Thrivent High Yield Portfolio	Jeremy Anderson	625 Tourth Ave S		Minneapolis	MN	55415-1665	
Toronto Dominion Texas Llc	Alva J Jones	909 Fannin St	17th Fl	Houston	TX	77010	
Tpg Credit Opportunities Fund Lp/ Tpg Credit Opportunities Investors Lp	Brett Barbour Shelley Hartman	4600 Wells Fargo Ctr	90 South Seventh St	Minneapolis	MN	55402	
Travelers Ser Fd Inc Smith Barney High Income Prf	Frank Calicchio	399 Pk Ave		New York	NY	10022	
Trilogy Portfolio Company Llc	Don Rubin	780 Third Ave	16th Fl	New York	NY	10017	
Trs Callisto Llc	Steve Gardner	90 Hudson St	Ms Jcy05 0511	Jersey City	NJ	07302	
Trs Elara Llc	Marco Ruggiero	De Shaw & Co	120 West 45th St 39th St	New York	NY	10036	
Trs Leda Llc/ Trs Thebe Llc/ Trs Venor Llc	Bilal Aman Steve Gardner	Deutsche Bank Ag	90 Hudson St Ms Jcy05 0511 Co Db Services New Jersey Inc	Jersey City	NJ	07302	
Ubs Ag Stamford Branch/ Ubs Loan Finance Llc	Anthony Joseph Marie Haddad	677 Washington Blvd		Stamford	CT	06901	
Ulysses Partners Lp	Nancy Alexander	1177 Ave Of The Americas		New York	NY	10036	
Velocity Clo Ltd	Erica Lei	270 Pk Ave		New York	NY	10017	
Venor Capital Master Fund Ltd	David S Zemel	7 Times Square Ste 3505		New York	NY	10036	
Venture Cdo 2002 Limited/ Venture Ii Cdo 2002 Limited/ Venture Iii Cdo Limited/ Venture Iv Cdo Limited	David Hugenberg	600 Travis	49th Fl	Houston	TX	77002	
Venture V Cdo Ltd Fka Horizon Income Fund Ltd	Manisha Singh	12 East 49th St 29th Fl		New York	NY	10017	
Vge Iii Portfolio Ltd	Lee Mysel	55 Railroad Ave		Greenwich	CT	06830	
Viking Global Equities Lp	Lee Mysel	55 Railroad Ave		Greenwich	CT	06830	
Vista Leverage Income Fund	Karen Love Boriack	600 Travis St	49th Fl	Houston	TX	77002	
Vitesse Clo Ltd Fka Darien Loan Funding Company	Kim Koenig	Tcw Trust Company Of The West	200 Pk Ave Ste 2200	New York	NY	10166	
Vulcan Ventures Inc	Archana Mehta	417 Montgomery St 5th Fl		San Francisco	CA	98104	
Wachovia Bank National Association	Todd Tucker	PO Box 3099	Corp Tax Nc 31038	Winston Salem	NC	27152	
Wachovia Bank National Association Fka First Union	Stephanie Hatley	201 South College St	Charlotte Plaza	Charlotte	NC	28288	
Watershed Capital Institutional Partners Lp/ Watershed Capital Partners Offshore Ltd/ Watershed Capital Partners Lp	Ken Liu	Watershed Asset Mgt Llc	One Maritime Plaza Ste 1525	San Francisco	CA	94111	
Waterville Funding Llc	Waterville Funding	401 North Tryon St		Charlotte	NC	28255	
Waveland Ingots Ltd	Bank Loan Settlements	Pimco	840 Newport Ctr Dr	Newport Beach	CA	92660	
Wells Capital Management 12222133/ 12831400/ 13702900/ 13823100/ 13923602/ 16017000/ 16463700/ 16896700/ 16959700/ 16959701/ 17299500/ 18866500/ 14945000	Archana Mehta	525 Market St 10th Fl		San Francisco	CA	94105	
Western Asset Floating Rate High Income Fund Llc	Tim Ahn	100 Colonial Ctr	Pkwy 2nd Fl	Lake Mary	FL	32746	
Whippoorwill Associates Inc Profit Sharing Plan/ Whippoorwill Offshore Distressed Opportunity Fund	Andre Nelson	11 Martine Ave 11th Fl		White Plains	NY	10606	
Whippoorwill Distressed Opportunity Fund Lp	Andre Nelson	11 Martine Ave 11th Fl		White Plains	NY	10606	
Whitney Private Debt Fund Lp	Jennifer Pker	600 Travis St 49th Fl		Houston	TX	77002	
Wind River Clo I Ltd	Rhondda Colombatto	1515 West 22nd St		Oak Brook	IL	60532	

CREDITORNAME	CREDITORNOTICENAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Windmill Master Fund Lp	Jeffrey S Werner	PO Box 896 Gt	Harbour Centre 2nd Fl North Church St	Grand Cayman		BWI	Cayman Islands
Winterset Master Fund Lp	Wake Doub	1500 Main St Ste 2800		Springfield	MA	01115	
Wrigley Cdo Ltd	James Spaulding	600 Travis		Houston	TX	77002	
Xerion Partners li Master Fund Limited	Joan Utarid	Two America Ln		Greenwich	CT	06836	

# **EXHIBIT T**

Company	Contact	Address1	Address2	City	State	Zip
Carl Jeffrey G		6597 Pkwood Dr		Lockport	NY	14094-6625
Parmenter O Toole	James R. Scheuerle	601 Terrace Street	PO Box 786	Muskegon	MI	49443-0786
Port City Castings Corp affiliate of Port City Die Cast Inc	c o Parmenter O Toole	Port City Castings Corp	601 Terrace St	Muskegon	MI	49443-0786
Sheppard Mullin Richter & Hampton LLP	Richard Brunette and Theresa Wardle	333 S Hope St 48th Fl	International Rectifier Corp IR Epi Services Inc	Los Angeles	CA	90071
Sheppard, Mullin, Richter & Hampton LLP	Mary L. Johnson Malani J. Sternstein	30 Rockefeller Plaza	24th Floor	New York	NY	10112

# **EXHIBIT U**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	PHONE	FAX	EMAIL	PARTY / FUNCTION
Debevoise & Plimpton LLP	Maureen A. Cronin	919 Third Avenue		New York	NY	10022	212-909-6292	212-521-7292	<a href="mailto:macronin@debevoise.com">macronin@debevoise.com</a>	Counsel to Rothschild Inc.
Rothschild Inc.	David L. Resnick	Managing Director	1251 Avenue of the Americas	New York	NY	10020	212-403-5252	212-403-5454		Managing Director

# **EXHIBIT V**

COMPANY	CONTACT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Clark & Scott	Anthony N. Fox	P.O. Box 380548		Birmingham	AL	35238-0548
Ferguson, Frost & Dodson, LLP	Jinny M. Ray	P.O. Box 430189		Birmingham	AL	35243-0189
Ferguson, Frost & Dodson, LLP	John W. Dodson	P.O. Box 430189		Birmingham	AL	35243-0189
Gene T. Moore Attorney at Law, P.C.	Gene Moore	1802 15th Street		Tuscaloosa	AL	35401
Huie, Fernambucq & Stewart, LLP	Christopher S. Rodgers	Three Protective Center	2801 Highway 280 S., Suite 200	Birmingham	AL	35223
Lightfoot, Franklin & White, LLC	J. Banks Sewell	The Clark Building	400 – 20th Street North	Birmingham	AL	35203-3200
Lightfoot, Franklin & White, LLC	S. Andrew Kelly	The Clark Building	400 – 20th Street North	Birmingham	AL	35203-3200
Menaker & Herrmann LLP	Richard G. Menaker	10 East 40th Street, 43rd Floor		New York	NY	10016
Porterfield, Harper, Mills & Motlow, PA	Keith J. Pflaum	P.O. Box 530790		Birmingham	AL	35253-0790
Porterfield, Harper, Mills & Motlow, PA	Larry W. Harper	P.O. Box 530790		Birmingham	AL	35253-0790
Rieck and Crotty, P.C.	Jerome F. Crotty and Maria E. Mazza	55 West Monroe Street, Suite 3390		Chicago	IL	60603

# **EXHIBIT W**

Pg 606 of 620  
Delphi Corporation  
Inovise Special Parties

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Inovise Medical Inc	Douglas Pahl	Perkins Coie	1120 Nw Couch St Tenth Fl	Portland	OR	97209
Longacre Master Fund Inovise Medical	Adam L Shiff	Kasowitz Benson Torres & Friedman	1633 Broadway	New York	NY	10019

# **EXHIBIT X**

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Worldwide Battery	Elizabeth A Roberge	Roberge & Roberge	9190 Priority Way West Dr Ste 100	Indianapolis	IN	46240

# **EXHIBIT Y**

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Nissan Technical Ctr	Michael R Paslay	Waller Lansden Dortch & Davis	511 Union St Ste 2700	Nashville	TN	37219
Nissan Technical Ctr	Robert Welhoelter	Waller Lansden Dortch & Davis	511 Union St Ste 2700	Nashville	TN	37219

# **EXHIBIT Z**

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Lightsource Parent Corporation	Michael Thomas	Lightsource Parent Corporation	600 Corporation Dr	Pendleton	IN	46064
Lightsource Parent Corporation	E Todd Sable Honigman Miller	2290 First National Bldg	660 Woodward Ave	Detroit	MI	48226-3506

# **EXHIBIT AA**

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Inplay Technologies	Bob Brilon	Inplay Technologies	234 S Extension Rd	Mesa	AZ	85210
Inplay Technologies	Richard Smolev	Kaye Scholer Llp	425 Pk Ave	New York	NY	10022

## **EXHIBIT BB**

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Laborsource 2000 Inc	Harvey Altus	Law Offices Of Harvey Altus Pc	30500 Northwestern Hwy Ste 500	Farmington Hills	MI	48334

# **EXHIBIT CC**

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Erika S Parker Chapter 7 Trustee	Patricia B Fugee	Roetzel & Andress	One Seagate Ste 900	Toledo	OH	43604

## **EXHIBIT DD**

Company	Contact	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Comptrol Inc	Joseph A Carbone	800 Standard Building	1370 Ontario St Ste 800	Cleveland	OH	44113
Comptrol Inc	M Colette Gibbons	Schottenstein Zox & Dunn Co Lpa	1350 Euclid Ave Ste 1400	Cleveland	OH	44115